
General Terms of Sale (GTS)

Licenses for the EquaSuite WordPress plugins — EquaDev

Version of 27/07/2026 · Courtesy translation — only the French version is authoritative

This is a courtesy translation provided for convenience; in the event of a discrepancy of interpretation, the French version prevails, subject to mandatory provisions of the law applicable to the consumer. These GTS govern the sale of licenses for the EquaSuite plugins (Pro Build); they cover no development service, which falls under a separate activity of the Publisher.

Article 1 — Definitions

For the interpretation of these GTS, the following terms have the meaning set out below, consistent with the EULA.

- **Publisher:** EquaDev, publisher of the plugins of the EquaSuite range.
- **Client:** any natural or legal person subscribing to a commercial License from the Publisher, acting as the case may be as a consumer, a professional, an administration, an association or any other legal person under public or private law.
- **Consumer:** any natural person acting for purposes outside their commercial, industrial, craft, liberal or agricultural activity.
- **Professional:** any natural or legal person acting within the framework of their professional activity.
- **Plugin / Software:** any software extension of the EquaSuite range, whose **code is distributed under the free GNU GPL version 2 or later (GPLv2+)**. Each commercial plugin exists in two versions: a **Free Build** (published on WordPress.org) and a **Pro Build** (distributed by the Publisher from its own infrastructure).
- **Commercial License (or License):** the commercial service subscribed to with the Publisher giving the right, by means of a License Key, to the use of the Advanced Features of the Pro Build without any Quota condition, for the subscribed term. The License does not constitute a sale of the code or a transfer of intellectual property, and does not restrict the rights the Client holds under the free license (GPL) over the code.
- **Basic Features:** features available without a license or duration condition, present in both Builds.
- **Advanced Features:** additional features specific to the Pro Build, the use of which falls under a trial period (within the limit of a Quota) or a License.
- **Trial period / Quota:** in the non-licensed Pro Build, the Advanced Features are accessible until a Quota arbitrated server-side by the Publisher is reached. The Quota does not constitute a local count and may be revised upward, downward or removed. This trial mechanism is not the subject of the sale: what is sold is the License unlocking the Advanced Features without any Quota condition.

- **License Key:** an identifier issued by the Publisher following a subscription, unlocking the Advanced Features. It conditions neither the download nor the updates of the plugin, distributed freely.
- **License Service:** the Publisher's online service validating Keys and arbitrating the Quota, server-side.
- **Documentation:** guides, FAQs, release notes and information published by the Publisher. Does not constitute a warranty of result.
- **Client Data:** any data belonging to the Client or processed under its responsibility by means of the plugins. This data remains under its exclusive control.
- **License Data:** information strictly necessary for the administration of Licenses and the arbitration of the Quota (license identifier, product, declared host, installed version, activation status, renewal history). Its processing is described in the Privacy Statement.
- **Site:** the site equasuite.equadev.fr operated by the Publisher for the presentation of offers, the marketing of Licenses and the documentation.

Article 2 — Contractual documents and hierarchy

The contractual relations between the Publisher and the Client are governed by the following documents, ranked in decreasing order of priority:

1. any Particular Conditions agreed in writing;
2. these General Terms of Sale;
3. the EULA applicable to the Software concerned;
4. the free license (GPL) as regards the code of the Plugin;
5. the Privacy Statement;
6. the official Documentation.

In the event of a conflict, the higher-ranking document prevails on the point concerned. However, as regards the **code** of the Plugin, the free license (GPL) prevails over any provision that would restrict the rights it confers. The clauses of liability, warranty and intellectual property are drafted identically in these GTS and in the EULA and apply indistinctly.

The contractual documents are available in French, the reference version. Translations may be offered as a courtesy; in the event of a discrepancy, the French version prevails, subject to mandatory provisions more favourable to the consumer.

Article 3 — Purpose

These GTS set out the conditions under which the Publisher markets the **commercial Licenses** for the EquaSuite plugins (Pro Build) and the associated subscriptions. They cover in particular the order arrangements, the formation of the contract, prices, payment, invoicing, the term and renewal of Licenses, the right of withdrawal where it applies, the refund policy, updates, the availability of the License Service, warranties, liability and dispute resolution.

These GTS **do not govern the rights of use of the Software**, which fall under the EULA and, for the code, the free license (GPL). They **cover no service** (installation, migration, configuration, development, training, consulting).

Article 4 — Scope of application

These GTS apply to any order for a License placed directly with the Publisher on the Site, as well as to renewals, save provision to the contrary brought to the Client's attention. They apply regardless of the Client's country of residence, subject to the mandatory provisions applicable locally. The Client acknowledges having the legal capacity to enter into the contract; where a person acts on behalf of a legal entity, they declare that they have the necessary powers to bind it.

Article 5 — Nature of the offer

5.1 Principle

The Publisher publishes and markets plugins for the WordPress ecosystem under the EquaSuite brand. The **code** of these plugins is free software distributed free of charge under GPLv2+. What the Publisher markets is not the code, but access to a **License** unlocking the Advanced Features of the Pro Build, without any Quota condition, for a determined term. Licenses are supplied exclusively in dematerialised form. No physical-media delivery is made. Screenshots, demonstrations and illustrations published are provided for information and do not constitute a commitment as to future features.

5.2 EquaSuite range

As at the date of entry into force of these GTS, the range comprises in particular: EquaTunnel, EquaBoard, EquaSign, EquaShowcase, EquaShop, EquaFulfil. This list is indicative. The addition, removal, merger or renaming of a Software does not entail any amendment to these GTS.

5.3 Free / Pro model and functional scopes

Each commercial plugin exists in two Builds and offers three functional scopes: the **Basic Features** (accessible without a license or duration limitation, in both Builds); the **trial period of the Advanced Features** (in the non-licensed Pro Build, until the Quota arbitrated server-side is reached); the **Advanced Features under license** (active as long as the Key is valid, without any Quota condition). This document does not detail the distribution of features between these scopes, proper to each plugin and liable to evolve. The Client acknowledges that **the distribution of features and the trial Quota may evolve upward, downward or disappear**, without this affecting the Advanced Features unlocked by a valid License during its period of validity, nor the Basic Features, never restricted or limited in time.

5.4 What is sold

The sale relates exclusively to the **License** unlocking the Advanced Features without any Quota condition, for the subscribed term. It relates neither to the code (free), nor to a volume of

service, nor to the trial period (offered). The expiry of the License entails the return to the scope of the Basic Features, without destruction of the data already created (article 10.8).

5.5 Evolution of the range

The Publisher may create new plugins, merge products, change a commercial name, evolve features, remove an obsolete feature or discontinue a product. These changes do not affect the acquired rights of Clients during the validity of their License, subject to the end-of-life policy (article 14).

5.6 Experimental versions and roadmap

The Publisher may make available beta or preview versions, intended for testing, used under the Client's responsibility. Information relating to future developments is communicated for information only and does not constitute a contractual commitment, save express written commitment.

Article 6 — Order

6.1 Pre-contractual information

Before any order, the Client has the essential information relating to the main characteristics of the Software, the price, the term of the License, the renewal arrangements, the means of payment and the technical prerequisites. The Client acknowledges having taken note of them before validation.

6.2 Subscription and management via Stripe

The subscription, the management of the abonnement, the updating of the means of payment, the consultation of invoices and the termination are carried out with the payment provider **Stripe**, with which the Client is in direct relation for the execution and follow-up of its subscription(s). The Publisher does not manage a separate client account. The Client undertakes to provide accurate, complete and up-to-date information at the time of order.

6.3 Selection and validation

The Client freely chooses the Software and the term among the plans offered (1 month, 6 months or 12 months), and verifies that the chosen plan corresponds to its needs. Before final validation, it may check the content of its order, the term and the total amount. Validation of the order constitutes acceptance of these GTS, acceptance of the EULA and an obligation to pay. In order to receive its License Key without waiting for the expiry of the withdrawal period, the Client must **expressly request the immediate performance of its order**; failing which, the Key is delivered to it at the end of that period. The consequences of this request on the right of withdrawal are set out in article 11.

6.4 Formation of the contract

The contract is concluded once the following are met: validation of the order, acceptance of the payment by the provider, and issuance of the confirmation by the Publisher. The Publisher may refuse an order in the event of presumed fraud, an attempt to circumvent the License Service,

manifestly erroneous information, a prior breach of the GTS or the EULA, applicable economic sanctions, or a legal obligation preventing conclusion.

6.5 Confirmation

A confirmation is sent electronically, summarising the product, the License, the term, the price, the order number, the invoicing information and the arrangements for access to the License Key.

6.6 International orders

The Client is solely responsible for compliance with the laws applicable in its State (local tax obligations, declarations, any restrictions). It warrants that no regulation of its country prevents the acquisition or use of the License.

Article 7 — Prices

7.1 Pricing

The applicable prices are those displayed on the Site at the time of validation of the order, in the currency offered. The Publisher may offer different grids according to the country, the currency, the commitment term or the promotional offers in force. The amounts are not fixed in these GTS: they refer to the pricing grid in force published on the Site.

7.2 VAT

The Publisher benefits from the VAT-exemption scheme; prices are indicated **excluding VAT, VAT not applicable (article 293 B of the French General Tax Code)**.

7.3 Currencies and bank fees

Prices may be offered in euro or in any other currency decided by the Publisher. Conversion fees and fees applied by the Client's bank or any financial intermediary remain at its expense.

7.4 Promotional offers

Save provision to the contrary, a promotion is never retroactive, is not combinable and creates no acquired right for subsequent orders. Any fraudulent use of a promotional code authorises the Publisher to cancel the reduction, suspend the order or terminate the License concerned.

7.5 Price changes

The Publisher may change its prices at any time. The new prices apply to new orders and to renewals occurring after their entry into force. The price of an already-acquired period remains unchanged until its expiry.

7.6 Manifest price error

In the event of a material error making a price manifestly derisory or inconsistent, the Publisher may suspend the order, inform the Client, offer to maintain it at the correct price or cancel it with full refund, without prejudice to the mandatory rights of consumers.

Article 8 — Payment

8.1 Payability and means

Save provision to the contrary, payment is fully payable at the time of order. No License is activated until the payment has been validly accepted. Payments may be made by bank card, Apple Pay, Google Pay, Link, or any other means indicated at the time of order.

8.2 Payment provider

Payments are processed by **Stripe**, or any other provider chosen by the Publisher. The Client acknowledges that the data necessary for payment is transmitted to that provider, whose terms apply in parallel for the technical execution of the payment. The Publisher neither collects nor stores full bank-card numbers.

8.3 Verifications and refusal

In order to prevent fraud, the Publisher may carry out any reasonable verification before activation. In the event of refusal of the transaction by the provider, the order is deemed not concluded.

8.4 Default of payment

In the event of non-payment, bank rejection, unjustified chargeback or fraud, the Publisher may suspend the License (return to the scope of the Basic Features), suspend support and refuse any new order, until regularisation. Where the regulations permit, recovery costs remain at the expense of the defaulting Client; for professional Clients, interest and the fixed recovery indemnity apply under the conditions of the Commercial Code.

8.5 Abusive chargeback

The Client undertakes to favour an amicable resolution before any chargeback. In the event of an abusive chargeback, the Publisher may suspend the Licenses attached to the account until resolution of the dispute.

8.6 Recurring payments

By subscribing to an automatic-renewal plan, the Client authorises Stripe to debit the sums due at each due date. **It is for the Client to terminate its subscription or its renewal** directly with Stripe, before the next due date. Termination does not affect the period already paid.

Article 9 — Invoicing

An electronic invoice is issued for each order and each renewal; the Client accepts their transmission electronically. The Client communicates the accurate information necessary for the establishment of accounting documents (name, invoicing address, country of establishment, intra-EU VAT number where applicable) and remains solely responsible for the consequences of inaccurate or obsolete information. Invoices are kept in accordance with legal obligations; the Client is invited to keep its own copies.

Article 10 — Commercial License: activation, term, renewal

10.1 Principle

The marketed License confers access to the Advanced Features under the conditions of the EULA. It does not constitute a sale of the code or a transfer of intellectual property, and does not restrict the rights conferred by the GPL over the code.

10.2 Single-product License

Each License relates to **one specific product**: one License Key corresponds to one product. Use is attached to the installation by the host (hostname) and the product identifier. No "number of sites" is sold: the scope of the License is that of the unlocking of the Advanced Features of the subscribed product.

10.3 Term and activation

The License is subscribed for the term chosen at the time of order (notably 1 month, 6 months or 12 months, according to the grid in force). The term runs from activation, carried out by means of the License Key entered from the WordPress dashboard.

10.4 Automatic renewal

Where the License is subscribed as a subscription, it is renewed automatically at each due date, at the price applicable on the due date, save particular pricing commitment. The Client is informed of the recurring nature of the renewal before validation of its order. Where applicable, a notification may be sent before renewal; the non-receipt of an e-mail attributable to the Client does not affect the validity of the renewal.

10.5 Termination of renewal

It is for the Client to terminate the automatic renewal at any time before the due date, directly with Stripe. Termination takes effect at the following period; sums already paid remain acquired for the current period.

10.6 Suspension and termination for fault

The Publisher may suspend a License in the event of fraud, use contrary to the EULA, non-payment, circumvention of the License Service or security compromise. In the event of a serious or repeated breach by the Client (notably sharing or counterfeiting of Keys, circumvention of the License Service, repeated violation of the EULA), the Publisher may terminate the License as of right after formal notice remaining without effect, save emergency, without prejudice to damages and without affecting the Client's rights over the code under the GPL.

10.7 Compliance verification

In order to preserve fairness between Clients and combat fraudulent use, the Publisher may carry out reasonable verifications relating to the number and consistency of activations associated with a Key, by means of the only License Data necessary, in compliance with the regulations on personal data.

10.8 Expiry and degradation

Upon expiry of a non-renewed License, the Advanced Features under license cease and the Pro Build returns to the scope of the **Basic Features** (or to the trial period if Quota remains available). This return **destroys no data** already created by means of the Advanced Features and **does not remove access** to existing data. The **code of the Plugin remains installed and fully usable**, and continues to benefit from the updates distributed freely: the expiry of the License **does not interrupt** access to updates, which does not depend on the License Key. A temporary unavailability of the License Service is tolerated for seven (7) days before any return to the basic scope, under the conditions of the EULA.

10.9 Reactivation and end of marketing

An expired License may be reactivated by subscribing to a new period, without warranty of retention of former prices. The Publisher may discontinue the marketing of a Software or a plan without affecting the rights attached to Licenses already acquired during their validity; future renewals may however no longer be offered.

Article 11 — Right of withdrawal

11.1 Scope

This article applies to Clients having the status of **consumer**. Professional Clients do not benefit from a right of withdrawal, save mandatory legal provision to the contrary.

11.2 Legal period and waiver

Subject to the legal exceptions, the consumer has **fourteen (14) days** from the conclusion of the contract to withdraw without cause. As the License relates to digital content supplied without material medium, its immediate delivery supposes that the Client has **expressly requested the immediate performance of its order** (article 6.3) by means of the statement: "I request the immediate performance of my order and waive my right of withdrawal under the conditions provided herein."

By way of exception favourable to the consumer, and although immediate performance has been requested, the Publisher maintains a right to a refund **as long as the License Key has not been entered**: for as long as the Key has not been entered in an installation, the Client may, within the fourteen (14) day period, request a refund under the conditions of article 12. **The entry of the License Key ends the right of withdrawal and the right to a refund**, the order then being deemed performed.

11.3 Exercise and effects

Where the right to a refund may be exercised (Key not entered, within the fourteen-day period), the Client addresses its request by any means allowing proof to be kept (see Annex C). The refund is made under the conditions and according to the calculation provided in article 12, and the License is cancelled.

Article 12 — Commercial refund policy

Where the refund may be exercised under article 11 (License Key not entered, request made within the fourteen-day period), it is calculated **on a pro rata basis of the remaining months, excluding the current month**, the first month being deemed consumed. Thus:

- **1-month** license: the current month being the only month, no partial refund is due;
- **6-month** license: refund of five sixths (5/6) of the amount paid;
- **12-month** license: refund of eleven twelfths (11/12) of the amount paid.

The amount refunded is calculated by the Publisher according to this principle. The refund is made by the same means of payment, via Stripe, and entails the cancellation of the License. The request must concern a purchase made directly with the Publisher, be presented by the holder of the License and accompanied by the information identifying the order (see Annex C). Manifestly abusive or fraudulent requests are excluded, as well as — save mandatory provision to the contrary — Licenses whose Key has been entered and automatic renewals duly executed, the Client having the option to terminate its renewal with Stripe before the due date. These provisions do not deprive the consumer of the rights it holds from mandatory legal provisions.

Article 13 — Client's obligations

The Client undertakes to use the Software in accordance with these GTS, the EULA, the Documentation, the GPL as regards the code, and applicable laws. It warrants the accuracy of the information communicated and informs the Publisher without delay of any change affecting the performance of the contract. It is solely responsible for the conformity of its environment (versions of WordPress and PHP, server configuration, extensions, themes). **Before any installation, update or modification, the Client makes a full backup** (files, database, content, configuration) and regularly verifies its restorability, including the offsite backup of the encryption or sealing keys necessary for securing the data managed by the plugin concerned. It remains responsible for the security of its environment and the safekeeping of its License Keys. It refrains in particular from using the Software for unlawful purposes, falsifying or sharing a Key, circumventing the License Service or accessing the Publisher's infrastructure without authorisation; these prohibitions relate to the service, the key and the infrastructure, not to the rights conferred by the GPL over the code.

Article 14 — Publisher's obligations

Subject to effective payment, the Publisher makes available the License Key corresponding to the subscribed plan, in dematerialised form. As the code of the Software is distributed freely (WordPress.org for the Free, the Publisher's infrastructure for the Pro), the Publisher is bound to no service of installation, configuration, migration or development. The Publisher is bound by a general obligation of means and implements the diligence reasonably expected of a professional publisher; it warrants neither the total absence of anomaly, nor permanent availability of the License Service. It freely evolves the Software (performance, corrections, security, adaptation to WordPress/PHP, regulations, enhancements). A feature may be deprecated then removed, under

the conditions of the EULA. The Publisher may end the life cycle of a Software by endeavouring to inform Clients within a reasonable time; end of life does not automatically give rise to indemnification, and the code already distributed remains subject to the GPL. In the event of a vulnerability, the Publisher may publish a fix, distribute a security update, recommend a workaround, temporarily deactivate a vulnerable feature or withdraw a compromised version.

Article 15 — Technical support

Support assists the Client in the normal use of the Software; it constitutes neither a development service, nor consulting, nor outsourced management. It is reserved for Licenses giving right to it at the time of the request and provided by the channels officially indicated by the Publisher, during the days and hours defined. Any response times announced are indicative and do not constitute a service-level commitment (SLA). The Publisher may request the information useful for analysis; at the Client's express request, the latter may provide temporary access limited to the strict minimum, under its responsibility, revocable and to be deleted at the end of the intervention. Support does not cover specific developments, customisation of the Software, WordPress or server administration, hosting problems, conflicts caused by third-party software, data recovery and consulting services.

Article 16 — Code updates

The code of the Software is updated freely: the **Free Build** via the official WordPress.org directory, the **Pro Build** via the Publisher's infrastructure. Updates do not depend on the License Key and are accessible including after expiry of a License. They may comprise defect fixes, security fixes, performance improvements, technical adaptations and functional developments. No update is intended to guarantee the permanence of all existing features. The Publisher endeavours to ensure compatibility with the officially supported versions of WordPress and PHP; given the diversity of the WordPress ecosystem, it does not guarantee permanent compatibility with all themes, extensions, page builders and third-party developments, and freely assesses the appropriateness of publishing a fix according to severity, the number of Clients concerned, feasibility and security.

Article 17 — Availability of the License Service

Access to the Advanced Features relies on the License Service operated by the Publisher (primary server and backup server), as well as on the Client portal. The Basic Features and updates, for their part, do not depend on this service. The Publisher implements the means reasonably expected of a professional publisher to ensure the availability of the License Service. However, **no commitment of permanent or uninterrupted availability is undertaken**, save specific agreement providing a service level (SLA). A temporary unavailability is tolerated for seven (7) days without interruption of the Advanced Features under license, under the conditions of the EULA. Interruptions may result from maintenance, a breakdown, a network incident, a cyberattack, an incident at an infrastructure provider or a case of force majeure.

Article 18 — Personal data

For the personal data the Client processes by means of the Software in the course of its activity, the **Client acts as data controller**; the Publisher provides a software tool and does not access this data in the course of the local operation of the plugin. Within the framework of the License Service, the order and invoicing, the Publisher processes License Data and invoicing data for its own purposes. Where an ad hoc service leads the Publisher to process data on behalf of the Client and at its express request, a separate processing agreement (DPA) defines the parties' rights and obligations. The processing of data is detailed in the [Privacy Statement](#) and the [GDPR Statement](#). Data subjects have the rights provided by applicable regulations (access, rectification, erasure, restriction, objection, portability where applicable).

Article 19 — Intellectual property

Core clause — drafted identically in the EULA.

The **code** of the Software is distributed under GPLv2+. Within the limits of that license, the Client enjoys the freedoms to use, study, modify and redistribute that code. No provision of these GTS may restrict those freedoms; in the event of a conflict concerning the code, the GPL prevails. Independently of the GPL, the following remain the exclusive property of the Publisher: the trademarks, names and logos of the EquaSuite range, the visual identity, the Documentation, as well as the License Key and the License Service. The GPL confers no right over these elements. Save prior written authorisation and outside the uses permitted by the GPL (notably attribution notices), the Client refrains from any use likely to create confusion as to the origin of the Software or the existence of a partnership. The Software may integrate components distributed under other open-source licenses, governed by their respective licenses. The Client remains the owner of the content it transmits; where it voluntarily communicates suggestions, ideas, feature proposals or bug reports, it authorises the Publisher, free of charge, worldwide, non-exclusively and irrevocably, to use them for the improvement of the Software, without remuneration or indemnity.

Article 20 — Warranties

Core clause — drafted identically in the EULA.

Where the Client is a consumer, it benefits from the mandatorily applicable legal warranties, notably those relating to digital content and services; no provision of these GTS may deprive it thereof. The Client acknowledges that the Software operates in a complex environment (WordPress, PHP, web server, database, operating system, third-party extensions and themes, external services); consequently, the Publisher warrants neither its total absence of anomaly, nor its compatibility with all configurations. Subject to the legal warranties, the Publisher warrants that the Software substantially corresponds to the features described in its Documentation at the

time of its marketing; minor differences in ergonomics, presentation or performance not affecting normal use do not constitute a lack of conformity. Save mandatory legal provision to the contrary, the warranty does not cover malfunctions caused by non-compliant use, modifications made by the Client or a third party, conflicts with third-party extensions, incompatible themes, insufficient hosting, obsolete versions of WordPress or PHP, and interruptions of third-party services.

Article 21 — Liability

Core clause — drafted identically in the EULA.

21.1 Client's liability

The Client remains solely responsible in particular for the choice of Software, its suitability for its needs, its computer environment, its backups, the security of its infrastructure, the data processing carried out and the decisions taken on the basis of the information produced by the Software. It is **solely responsible for the content it publishes and the products or services it sells or processes** by means of the plugins, as well as for compliance with the regulations applicable to its activity. **The Publisher is not a party** to the relationships, transactions or contracts concluded between the Client and its own customers or any third party by means of the plugins, and cannot be held liable for the content, lawfulness, performance or consequences of these transactions. The Client warrants the Publisher against any third-party claim resulting from the content published or the processing carried out by means of the plugins.

21.2 Security of the installation

The Client is **solely responsible for its WordPress environment** (installation, configuration, hosting, security, updates and backups). **The Publisher cannot be held liable** for malfunctions, vulnerabilities, data losses, intrusions or compromises resulting from the Client's environment, an unsuitable configuration, a failure to update or back up, third-party software, or any factor beyond its control. The safekeeping of the License Key and any technical secret required (notably encryption or sealing keys, the loss of which may render the data permanently unusable) is incumbent on the Client; the Publisher does not hold a copy thereof.

21.3 Limitation and exclusions

Within the limits permitted by applicable law, the Publisher's total liability, on all grounds combined, is **capped at the amount actually paid by the Client for the License concerned** during the **twelve (12) months** preceding the triggering event; where the License was subscribed for a shorter term, this cap equals the amount paid for that period. Indirect damage is excluded (loss of operations, turnover, profits, data, clientele, image, business interruption). The Publisher cannot be held liable for the availability, developments, pricing changes or security failures of services published by third parties. As the Software constitutes a decision-support tool, the Client remains solely responsible for the decisions taken on the basis of the information, dashboards or documents it generates. These limitations do not apply in the event of the

Publisher's gross or wilful misconduct, nor in cases where the law sets them aside (notably bodily injury).

Article 22 — Force majeure

Core clause — drafted identically in the EULA.

Neither Party may be held liable for a delay or non-performance resulting from an event of force majeure within the meaning of article 1218 of the Civil Code, notably: natural disasters, fires, floods, armed conflicts, acts of terrorism, pandemics, cyberattacks of exceptional scale, massive telecommunications-network outages, generalised unavailability of Internet infrastructure, decisions of a public authority, generalised failure of an infrastructure provider. The affected Party informs the other as soon as possible; performance of obligations is suspended for the duration of the event. Where the situation persists beyond a reasonable time, each Party may terminate the contract without indemnity.

Article 23 — Electronic evidence

The Parties recognise the probative value of the electronic records kept by the Publisher under reasonable security conditions, notably: order validations, payment logs, License activation logs, renewal histories, electronic exchanges, confirmations of acceptance of the GTS and the EULA, electronic invoices and technical logs necessary for the performance of the contract. Save proof to the contrary, these elements are authoritative as to the operations carried out between the Parties.

Article 24 — Consumer mediation

Any dispute is the subject of a prior attempt at amicable resolution with the Publisher's customer service. Where the Client is a consumer, it may, after the failure of a prior complaint, have recourse free of charge to the consumer mediator designated by the Publisher, in accordance with the Consumer Code; the mediator's contact details appear in the legal notices of the Site. The consumer may also have recourse to the European online dispute resolution platform: <https://ec.europa.eu/consumers/odr>, without prejudice to the other avenues of recourse.

Article 25 — Governing law and jurisdiction

Core clause — drafted identically in the EULA.

These GTS are governed by **French law**. However, where the Client is a consumer residing in a State whose mandatory provisions are more favourable to it, those provisions remain applicable in accordance with the rules of private international law. For professional Clients, any dispute falls within the exclusive jurisdiction of the courts of the district of the Publisher's registered

office, save mandatory provision to the contrary. Consumers benefit from the rules of jurisdiction provided by the mandatory provisions applicable to them.

Article 26 — Miscellaneous provisions

These GTS, the EULA, the free license (GPL) for the code, the Privacy Statement, any Particular Conditions and the Documentation constitute the entirety of the agreement between the Parties on its subject, and replace any prior agreement on the same subject. If a provision is declared void or unenforceable, the others remain in force. The fact for the Publisher of not availing itself occasionally of a right does not amount to a waiver of availing itself thereof subsequently. The Client may not assign its rights or obligations without the prior written agreement of the Publisher; the Publisher may transfer all or part of its rights and obligations within the framework of a reorganisation operation, subject to the maintenance of the Client's essential rights. These GTS create between the Parties no relationship of company, agency, franchise, representation or subordination. The clauses which, by their nature, are intended to produce effect after the end of the contract remain applicable (intellectual property, confidentiality, liability, limitation of liability, evidence, governing law, dispute resolution). These GTS may be translated; the French version constitutes the reference contractual version and prevails in the event of a discrepancy, subject to the mandatory provisions applicable to consumers. They enter into force as from their publication on the Site and remain applicable until their replacement by a later version duly published.

Annex A — Publisher's details

Name: EquaDev · Legal form: individual entrepreneur (micro-enterprise) · SIRET: 105 974 596 00014 · VAT: not applicable, article 293 B of the French General Tax Code · Address: 76 impasse ancien séminaire, 97438 Sainte-Marie, Réunion Island · E-mail: contact@equadev.fr · Website: equasuite.equadev.fr · Consumer mediator: see information on the Publisher's website.

Annex B — EquaSuite products

As at the date of publication of these GTS: EquaTunnel, EquaBoard, EquaSign, EquaShowcase, EquaShop, EquaFulfil. This list is liable to evolve without it being necessary to amend these GTS.

Annex C — Exercise of the right to a refund

To exercise its right to a refund (License Key not entered, within the fourteen-day period), the consumer sends a simple e-mail to the contact address indicated at the time of order or on this site, accompanying its request with its contact details (surname, first name, e-mail address provided at the time of order) and the information relating to its order (order date, order reference or Stripe identifier).