

1. Definitions.

True Web Creation is a Micro Enterprise, in the name of Florence Hussy, residing at 23 route de Damiette, 91190 Gif-sur-Yvette, France, registered at the RCS of Paris, under the number 88103140298. The main activities of True Web Creation are the design, development, implementation and support of websites as well as the translation of existing websites, at the specific request of a customer ("Customer").

2. Service request.

Any request for service is made by the Customer by contacting True Web Creation. The Customer composes his service request through a questionnaire and will be offered, after several exchanges to refine the needs, a specification in return with a price and an estimate of time. For a translation service request, a simple email with the url of the site to be translated is sufficient. At the end of the process, if the proposal is accepted by the Customer, a commitment contract will be signed or a purchase order issued. It will incorporate the present GTCs as well as the elements of the specifications. True Web Creation is not subject to VAT, the price displayed will be net exclusive of VAT. The order becomes final and the contract concluded after the signature of both parties.

3. Content - Texts, Graphics, Photographs

Unless separately agreed and described in the specifications, the Customer shall provide the content of the texts, graphics and photos for the initial creation of the site. The Client will be trained in order to be able to make evolutions to the content of the site. If the Client wishes that True Web Creation creates new content or introduces content, a separate quote will be provided.

4. Pricing.

The prices of the services are established in the specifications, corresponding to the estimated effective time until delivery as well as other possible services included in the specifications. They are denominated in euros or GBP and calculated exclusive of taxes.

5. Invoicing.

The invoicing schedule will be proposed in the contract. The total amount will be broken down into delivery milestones. On request, this amount may be spread as a monthly fee, subject to a one-year commitment.

6. Hosting.

True Web Creation does not offer hosting. If the Customer has no existing solution, a separate contract will have to be subscribed with a hosting provider. Depending on the geography, True Web Creation can advise you. We will install the site on your server.

7. Modification.

Any modification of the order occurring after the conclusion of the contract will have to be transmitted to True Web Creation which, in case of acceptance, reserves the right to modify its conditions accordingly.

8. Liability.

True Web Creation will perform the work in accordance with good industry practices. However, True Web Creation cannot guarantee that the work will be free of errors and therefore cannot be held responsible to the Customer or a third party for damages, including loss of profits, savings or other incidental, indirect or special damages.

The Customer's liability will also be limited to the amount of fees payable under this contract and the Customer will not be liable to True Web Creation or any third party for damages, including loss of profits, loss of savings or other incidental, consequential or special damages.

True Web Creation shall not be liable for faults, failures and damages caused by third parties, including subcontractors or agents. The Customer is solely responsible for delays, defects and damaging consequences resulting from inaccurate or incomplete information communicated to True Web Creation.

The Customer acknowledges and accepts that all obligations owed by True Web Creation are exclusively of means and that True Web Creation is liable only for its fraud or gross negligence. In the event that the Customer demonstrates the existence of gross negligence or fraudulent misconduct on the part of True Web Creation, the damage for which the Customer may claim compensation includes only the material damage resulting directly from the fault attributed to True Web Creation to the exclusion of all other damages (e.g. moral damage, pleasure, enjoyment, loss of profit, expenses, etc.) and may not, in any event, exceed 75% (excluding taxes) of the amount actually paid by the Customer in execution of the contract.

9. Intellectual rights.

The Customer warrants that he is the owner and / or legally authorized to use all elements transmitted (typography, photographs, drawings, models,) and that he is solely responsible for their use and the use of services and systems provided by True Web Creation, including compliance with privacy regulations. He will hold True Web Creation free of any claim of third parties relating thereto, in principal, interest, and costs.

As long as the totality of the payment has been carried out, True Web Creation transfers to the Customer the property of all the copyrights on the finished product which will have been carried out by True Web Creation in application of the contract and as long as True Web Creation is able to transfer it to him. True Web Creation retains however, free of charge, the right to use the finished product made for the Customer in application of the contract, for the purpose of promoting its services to third parties. True Web Creation remains the sole owner of all other intellectual property rights (such as trademarks, patents, designs, models, copyrights on any work other than that which constitutes the finished product made in application of the contract), and know-how developed in the context of the realisation of its services.

10. Site approval.

On the basis of the specifications approved by the Customer, True Web Creation delivers within a period agreed with the Customer, a first draft of the site. The Customer must validate the project or reject it within a reasonable period of time. In this case, he specifies the reasons for this rejection. The project not rejected within the above-mentioned period, is irrevocably accepted by the Customer. If necessary, True Web Creation makes the necessary adaptations and delivers the final version of the site as well as all the elements constituting the site.

11. Deadlines.

The delivery and execution deadlines are provided for information only and are therefore in no way binding on True Web Creation. A delay in execution or delivery can in no case give rise to any compensation, damages or interest or a termination of the contract or suspension of the Customer's obligations.

12. Force majeure

True Web Creation cannot be held liable in case of non-performance, temporary or permanent, of its obligations when such non-performance is the result of a force majeure or fortuitous event. The following events in particular shall be considered as force majeure or fortuitous events: 1) the loss or destruction of all or part of True Web Creation's computer system or its database when one or the other of these events cannot reasonably be directly attributable to True Web Creation and it is not shown that True Web Creation failed to take reasonable measures to prevent one or the other of these events, 2) earthquakes, 3) fires, 4) floods, 5) epidemics, 6) acts of war or terrorism, 7) strikes, whether declared or not, 8) lockouts, 9) blockades, 10) insurrections and riots, 11) interruption of energy supply (such as electricity), 12) failure of the Internet or data storage system, 13) failure of the telecommunications network, 14) loss of connectivity to the Internet or telecommunications network on which True Web Creation depends, 15) an act or decision of a third party where such decision affects the proper performance of this contract or 16) any other cause beyond the reasonable control of True Web Creation. If, due to circumstances beyond the control of True Web Creation, the execution of its obligations cannot be continued or is simply made more expensive or difficult, True Web Creation and the Customer undertake to negotiate in good faith and loyally an adaptation of the contractual conditions within a reasonable time in order to restore the balance. In the absence of agreement within a reasonable time, each Party may invoke the termination of the contractual relationship between them without compensation or indemnity of any kind whatsoever.

13. Payment.

Invoices are payable at 30 days net to True Web Creation. The payment is made either by check or by bank transfer.

14. Acceptance of the Customer.

These terms and conditions of sale are expressly approved and accepted by the Customer, who declares and acknowledges having a perfect knowledge and therefore waives, to rely on any contradictory document and, in particular, its own terms and conditions of purchase, which will be unenforceable against True Web Creation, even if he has had knowledge of them.

15. Miscellaneous.

The possible nullity of a clause of the present general terms and conditions does not alter the validity of the other provisions. Any clause will be interpreted, if applicable, in favour of True Web Creation. Any dispute relating to the interpretation and execution of these terms and conditions of sale is subject to French law. In the absence of amicable resolution, the dispute will be brought before the Commercial Court of PARIS.