

## **IMPLEX TERMS AND CONDITIONS OF SALE**

These general terms and conditions of sale are agreed on the part of :

- by IMPLEX SASU, a company with share capital of €60,000, whose registered office is located at ESPACE OUEST - 39 chemin du Moulin Carron - 69570 DARDILLY (France), registered with the LYON Trade and Companies Register under number 409 780 517, hereinafter referred to as "IMPLEX", and which manages the [www.ddal.io](http://www.ddal.io) website.
- and, on the other hand, by any legal or natural person wishing to make a purchase via the [www.ddal.io](http://www.ddal.io) website, hereinafter referred to as "the purchaser".

### **Article 1. Objet**

These terms and conditions of sale are intended to define the contractual relationship between IMPLEX and the purchaser for all orders made via the [www.ddal.io](http://www.ddal.io) website. The acquisition of any product or service via this e-commerce site involves unreserved acceptance by the purchaser of these general conditions of sale, which the purchaser acknowledges having read prior to ordering. Before any transaction, the purchaser declares that he/she has full legal capacity to enter into a commitment under these general conditions of sale.

IMPLEX retains the right to modify these conditions of sale at any time, in order to comply with any new regulations or in order to improve the use of its site. As a result, the applicable conditions will be those in force on the date of the order by the purchaser.

### **Article 2. DDAL user licence under CC by 4.0**

Please refer to this link: [CC BY 4.0 Code Juridique | Attribution 4.0 International | Creative Commons](https://creativecommons.org/licenses/by/4.0/)

The DDAL free use licence is that which can be found on the IMPLEX website [www.ddal.io](http://www.ddal.io). The DDAL licence can be downloaded from the website in the form of libraries. The sale of the DDAL licence subscription service presented on the [www.ddal.io](http://www.ddal.io) website is intended for all B-to-B buyers residing in countries that fully approve the entry of these products and services into their territory.

### **Article 3. DDAL user license Entity Framework Core implementation**

The DDAL/EF free use licence is that which can be found on the IMPLEX website [www.ddal.io](http://www.ddal.io). The DDAL/EF licence can be downloaded from the website in the form of libraries. The sale of the DDAL/EF licence subscription service presented on the [www.ddal.io](http://www.ddal.io) website is intended for all B-to-B buyers residing in countries that fully approve the entry of these products and services into their territory.

### **Article 4. Prices**

The prices shown on the [www.ddal.io](http://www.ddal.io) website are in Euros (€), and according to the tax law of the purchaser's country all taxes included (excluding VAT outside France) taking into account the VAT applicable on the day of the order. Any change in the VAT rate may be reflected in the price of the products. IMPLEX retains the right to modify its prices at any time, it being understood, however, that the price shown on the website on the day of the order shall be the only price applicable to the buyer.

### **Article 5. Order and payment methods**

Before placing an order, the purchaser must create an account on the [www.ddal.io](http://www.ddal.io) website using his/her international bank card. IMPLEX proposes to the purchaser to order and pay for the subscription to the DDAL/EF licence and services, according to a choice of 2 payment options :

- **Secure payment by credit card** (via the Stripe banking system): the purchaser selects the quantity of the DDAL/EF licence subscription they wish to order in the "basket", checks the delivery address or enters a new one. Once all the information has been checked, the buyer acknowledges and accepts the General Terms and Conditions of Sale and the terms of the product licence.  
Once the order has been confirmed, the buyer is redirected to the secure interface to enter their credit card details. If the payment is accepted, the order is recorded and the contract definitively concluded. Payment by bank card is irrevocable. In the event of fraudulent use of the card, the purchaser may demand cancellation of the card payment from his/her bank in accordance with the rules of his/her country. The bank card holder is not liable if the disputed payment has been proven fraudulent, at a distance, without physical use of the card. To obtain reimbursement of the fraudulent debit and any bank charges that may have been incurred, the cardholder must dispute the debit in writing with his or her bank (see the contractual clauses of the customer's bank). The amounts debited will be reimbursed by the cardholder's bank within a contractually agreed period following receipt of the cardholder's written objection.
- **Payment by SEPA transfer**: the buyer may select this option at the start of the order process. The buyer must follow the steps and deadlines of the SEPA bank transfer security process.

By confirming an order, you accept these terms and conditions of sale, the terms and conditions of the rights to use the products and services, acknowledge that you are fully aware of them and waive your right to invoke your own terms and conditions of

purchase. All the data supplied and the recorded confirmation will be considered as proof of the transaction. The purchaser must enter his or her e-mail address on the order form, and IMPLEX will send him or her an e-mail confirming that the order has been registered.

If the purchaser wants to contact IMPLEX, they can do so either by post at the following address: ESPACE OUEST - 39, Chemin du Moulin Carron - 69570 DARDILLY (France); or by sending an email to the following address [sales.ddal@implex.fr](mailto:sales.ddal@implex.fr) or by calling +33 (0)4 72 18 09 98.

#### **Article 6. Annual subscription and ongoing renewal**

The 12-month subscription gives you :

- Contractual reactivity from the support team
- Technical support via @mail: [support.ddal@implex.fr](mailto:support.ddal@implex.fr)
- In the event of an incident or the reproduction of a bug, a corrective patch will be delivered
- A new version of the product if it has been released within 12 months: with all the patches and any improvements.
- As part of the automated annual renewal: at prices that take into account the continuity of the subscription.

If the subscription renewal is stopped, if the customer wants to resume the subscription, they will have to pay for the resumption of their licence at the standard catalogue price.

#### **Article 7. Industrial property of the product**

IMPLEX retains full and complete property of the DDAL/EF licence and does not transfer the right of final use until full payment of the subscription fee, taxes included, has been received.

#### **Article 8. Delivery**

As soon as payment is received, the DDAL/EF licence is delivered by sending a licence activation key to the e-mail address indicated on the order form. This key will activate the DDAL/EF licence once it has been installed.

#### **Article 9. Support availability**

For help installing the product, the support service is available by :

- @mail: [support.ddal@implex.fr](mailto:support.ddal@implex.fr)
- Tel: +33 (0)4 72 18 09 98 (Mon-Fri: 8.30am to 12.30pm and 1.30pm to 4.30pm) - **local French time**

#### **Article 10. Limited warranty**

This Software is licensed on an "AS IS" condition. If, for any reason, you are unsatisfied with the Software, delete it from your computer system and all remaining copies.

In no circumstances may IMPLEX SASU be responsible or liable to you for any damages, including lost profits, lost savings or other incidental or consequential damages arising out of your use of or failure to use the Software.

#### **Article 11. The website's intellectual property**

All elements (graphics and content) of the [www.ddal.io](http://www.ddal.io) website are and shall remain the exclusively intellectual property of IMPLEX. No one is authorised to reproduce, exploit or use for any purpose whatsoever, even partially, any elements of the site, whether in the form of a photo, screen capture, logo, visual or text.

#### **Article 12. Patented protection**

As part of our rights protection, our partner international industrial property consultancy has provided patent rights protection for DDAL and DDAL/EF Core.

#### **Article 13. Personal data**

Please go to the link to our e-commerce site [www.ddal.io](http://www.ddal.io), and review the content of our Data Confidentiality Policy. IMPLEX undertakes to preserve the confidentiality of information provided by the purchaser, which he/she may be required to transmit in order to use the website and associated services. Any information concerning the purchaser is subject to the provisions of Law No. 78-17 of 6 January 1978 ( see our Data Confidentiality Policy). Internet users therefore have the right to access, modify and delete information concerning them. They may request this at any time by post to the following address: IMPLEX - ESPACE OUEST - 39, Chemin du Moulin Carron - 69570 DARDILLY (France).

#### **Article 14. Law and attribution of jurisdiction**

These general terms and conditions of sale are governed by French law. For all disagreements relating to the sale, the DDAL licence or the interpretation of these terms and conditions of sale, the Commercial Court of Lyon (France) shall have exclusive jurisdiction..