

Terms and Conditions of Sale (TCS)

UNIXCS

10/06/2024

1. Preamble

These Terms and Conditions of Sale (hereinafter 'TCS') govern the contractual relationship between UNIXCS (hereinafter 'the Company') and any individual or legal entity (hereinafter 'the Client') placing orders for cloud instance services (hereinafter 'the Services') offered by the Company.

2. Acceptance of the TCS

Placing an order with the Company implies the Client's unconditional acceptance of these TCS. The TCS are accessible at any time on the Company's website.

3. Services Offered

The Company exclusively offers Cloud Instances. The characteristics and pricing of the Services are detailed on the Company's website.

4. Order

- 4.1. The Client places orders through the Company's website by following the indicated process.
- 4.2. An order is considered final after payment confirmation.
- 4.3. The Company reserves the right to refuse any order from a Client involved in a previous payment dispute.

5. Pricing and Payment

- 5.1. Prices are quoted in euros, inclusive of all taxes (TTC).
- 5.2. The Company reserves the right to modify its prices at any time, with the applicable price being the one in effect at the time of the order.
- 5.3. Payment is made using the payment methods offered on the Company's website.
- 5.4. In case of non-payment by the due date, the Company reserves the right to suspend or

terminate the Services, without prejudice to any claims for compensation.

6. Term and Termination

6.1. Services are subscribed for a specified period, defined at the time of the order.

6.2. The Client may terminate the Services at any time by providing [notice period duration] days' notice, via registered letter with acknowledgment of receipt or through their client area.

6.3. In case of serious breach by the Client, the Company reserves the right to terminate the Services without notice or compensation.

7. Service Delivery and Activation

7.1. Services are activated upon receipt of payment and required setup information.

7.2. The Company endeavors to ensure rapid activation of Services. However, the Company cannot be held liable for delays attributable to the Client or third parties.

8. Responsibilities

8.1. The Company provides the Services in accordance with industry standards and applicable regulations.

8.2. The Company disclaims all liability for indirect damages, data loss, or service interruptions attributable to the Client.

8.3. The Company's liability, regardless of cause, is limited to the total amount paid by the Client for Services during the current period.

9. Personal Data

The Company processes Client personal data in accordance with its Privacy Policy available at <https://unixcs.com/rgpd>.

10. Force Majeure

The Company is not liable for non-performance or delays due to force majeure events as defined by French jurisprudence.

11. Intellectual Property

All elements of the Services, including texts, images, logos, and trademarks, are protected by intellectual property laws and are the exclusive property of the Company or its partners.

12. Governing Law and Jurisdiction

These TCS are governed by French law. Any disputes regarding their interpretation or execution will be subject to the exclusive jurisdiction of the courts where the Company's headquarters are located.

13. Refunds

13.1. In case of non-compliance with the guaranteed 98% uptime or a justified denial-of-service (DDoS) event lasting more than 4 hours, the Client may request a refund.

13.2. Refunds processed within 24 hours will be credited to the Client's original payment method.

13.3. Beyond this period, refunds will be issued as account credit on the Company's website, prorated for the remaining service days, within 14 days.

13.4. Refund requests must be substantiated with tangible evidence of service failure, such as event logs or technical reports.

14. Contact

For any questions regarding these TCS, you can contact us at the following address:
contact@unixcs.com