

# GENERAL TERMS AND CONDITIONS- L'CREATION SARL-S

## PREAMBLE

The purpose of these General Terms and Conditions is to govern the terms and conditions as well as the modalities under which l'creation (hereinafter referred to as the SERVICE PROVIDER) provides its services to its customers.

## ARTICLE 1 - DEFINITIONS

"SERVICE PROVIDER" means l'creation of S.à r.l.-S. (LU30969867) whose registered office is located at 31A route d'Arlon, 8552 Oberpallen LUXEMBOURG. "CUSTOMER" means any major natural person or legal person, requesting the services of the SERVICE PROVIDER. The person or company signing these General Terms and Conditions (signature accompanied by the mention GOOD FOR AGREEMENT on the offer) guarantees payment of the invoice even if it must be made out in the name of a third party.

## ARTICLE 2 - PURPOSE AND SCOPE

The PROVIDER offers website design services and interventions on the WordPress CMS (installation, configuration, optimization, maintenance, design), as well as WordPress coaching, that is to say online sessions or face-to-face training to support the CUSTOMER in tasks related to the design, management, update or maintenance of his own website, according to his request and in the form of personalized advice to his situation, its sector of activity and its needs. The SERVICE PROVIDER may also, according to the customer's request, offer communication consulting, graphic design, and writing services.

## ARTICLE 3 - DOMAIN NAME AND HOSTING

Webdesign or redesign services may include the purchase of the domain name and hosting. These terms and conditions are systematically included in the offer initially sent to the CUSTOMER. If the CUSTOMER chooses to reserve a domain name and a hosting solution, then this is an annually renewable service (see ARTICLE 12).

## ARTICLE 4 - RIGHT OF PUBLICITY

### 4.1. References

The CUSTOMER authorizes the SERVICE PROVIDER to cite his name and company name as well as a description and an overview of the work carried out for the commercial promotion of the SERVICE PROVIDER on the SERVICE PROVIDER's website.

### 4.2. Footnote

For complete website designs, the CLIENT agrees to include at the bottom of the page of his website the discreet mention "Site developed by l'creation", with the logo of the PRESTATAIRE. For partial interventions, the CUSTOMER agrees to include at the bottom of the page of his website the discreet mention "Site produced in collaboration with l'creation", with the logo of the SERVICE PROVIDER. The CUSTOMER may request an example of a display before validating the mention with the SERVICE PROVIDER.

## **ARTICLE 5 - QUOTATION**

The quote, also called the offer, is made free of charge by the SERVICE PROVIDER, based on the preliminary interview between the CLIENT and the SERVICE PROVIDER, and without obligation for the CLIENT.

The offer is sent by email to the CUSTOMER in PDF format. It is valid for one (1) month from its date of issue, except for other conditions mentioned, and does not bind the CUSTOMER until the latter has confirmed having accepted the proposed offer by returning it, signed or by return email. Prices agreed orally or otherwise are binding on the SERVICE PROVIDER only if they have been confirmed by a written offer sent to the CUSTOMER.

If he wishes to place an order, the CUSTOMER must check the box of acceptance of the General Terms and Conditions on the offer, sign it and affix his name, the date and the words "Good for agreement". Any offer signed by the CUSTOMER is valid for an order form. The signed offer must be delivered to the SERVICE PROVIDER personally or sent by email. The CUSTOMER can also give his consent by email. In this case, its agreement implies its acceptance of the General Terms and Conditions, as well as the content of the offer and the prices specified therein.

The SERVICE PROVIDER reserves the right to refuse an order with a customer for whom there is a dispute concerning the payment of a previous order.

## **ARTICLE 6 - ORDER**

After having read the offer, the CUSTOMER signs the last page of the offer with the words "GOOD FOR AGREEMENT" and sends it to the SERVICE PROVIDER. A deposit of the total amount of the service is requested, unless otherwise stated in the offer (for small amounts, the total amount can be paid on delivery). The start of work will only be undertaken after receipt of the deposit, unless otherwise agreed by email.

The offer accepted and signed by the CUSTOMER commits both parties and contracts the framework as well as the terms of execution of the work.

## **ARTICLE 7 - CUSTOMER COMMITMENTS**

### **7.1. Provision of access codes**

The CLIENT undertakes to provide the SERVICE PROVIDER with all the information required to ensure the performance of the planned services, and in particular the access codes to its hosting server and to its WordPress administration interface so that the SERVICE PROVIDER can install the website and intervene adequately on the site.

### **7.2. Provision of content**

The offer defines the details of the elements to be provided by the CUSTOMER or the

SERVICE PROVIDER.

### **7.3. Active collaboration**

The offer mentions a provisional delivery time. However, this period largely depends on the active collaboration of the CUSTOMER, who undertakes to provide the SERVICE PROVIDER in good time with the information and documents necessary for the proper performance of the contract. The SERVICE PROVIDER cannot be held responsible in the event of a delay in the execution of the work due to the non-compliance with this commitment by the CUSTOMER.

### **7.4. Intellectual property**

The CUSTOMER must ensure that he is the owner of all intellectual property rights relating to the content he provides as well as to other documents of any kind present on his website and that the resources provided are not likely to infringe the rights of third parties. The SERVICE PROVIDER disclaims all liability in the event of non-compliance by the CLIENT with the rules concerning intellectual property rights vis-à-vis third parties.

The CUSTOMER undertakes to provide the SERVICE PROVIDER only with real and representative documents of his business and not with resources from the competition.

### **7.5. Safeguarding of content and documents**

The CLIENT undertakes to keep all the originals of all the resources provided to the SERVICE PROVIDER, who cannot be held responsible in the event of loss, during the performance of the services or when the website is modified by the SERVICE PROVIDER or by any other person.

### **7.6. Content review**

The SERVICE PROVIDER presents his achievements to the CUSTOMER who can then request rectifications and adaptations. If these adaptations exceed one (1) hour of work, they will be invoiced as an additional service.

### **7.7. Continuing education**

Offers may include continuing education lasting six (6) months. This service relates exclusively to assistance related to customer training, and may include, for example, a reminder of procedures or even explanations of a particular need. Any request involving technical intervention on the part of the SERVICE PROVIDER will be subject to new invoicing.

## **ARTICLE 8 - PROVIDER'S COMMITMENTS**

The SERVICE PROVIDER agrees to:

- Perform the services and deliver the achievements, design and put the website online, in accordance with the offer accepted by the CUSTOMER;
- Take all the care necessary for the implementation of a quality service;
- Regularly inform the CUSTOMER on the progress of the contract;
- Preserve the confidentiality of all information and documents that it may hold as a result of the execution of this contract;
- Ensure the confidentiality of the information hosted and not communicate it to any third party, even if this contract expires or is terminated.

## **ARTICLE 9 - MODIFICATION OR CANCELLATION OF ORDER**

Any request for modification or cancellation of the service by the CUSTOMER must be formalized by email and will give rise to a confirmation email from the SERVICE PROVIDER.

### **9.1. Modification**

The service includes only the services specified in the offer and approved by the CUSTOMER. No offer can be changed without the agreement of both parties. Any subsequent modification made to the initial offer will be the subject of a new offer and / or a new billing.

Any modification requested by the CUSTOMER and approved by the SERVICE PROVIDER may give rise to additional delivery times.

### **9.2. Cancellation**

In the event that the SERVICE PROVIDER's services are canceled by the CUSTOMER after the offer has been signed and before the start of work, the deposit paid is not returned.

In the event that the SERVICE PROVIDER's services are canceled by the CUSTOMER while the work is being carried out, the SERVICE PROVIDER reserves the right to withhold a sum in proportion to the steps already carried out.

If the cancellation of an order or breach of a contract are due to the SERVICE PROVIDER and do not result from a case of force majeure and if the reasons for the cancellation do not engage the CUSTOMER (unlawful behavior, default of payment ...), the SERVICE PROVIDER undertakes to return to the CLIENT all the sums received within fourteen (14) days of the declaration of cancellation or termination.

## **ARTICLE 10 - PRICES AND PAYMENT**

### **10.1. Scope**

In return for the services mentioned in the offer accepted by the CUSTOMER, the latter undertakes to pay the SERVICE PROVIDER the amount of the rates specified in the

offer.

### **10.2. Terms of Payment**

A deposit is required to start the work. The balance must be paid on delivery, unless otherwise agreed by email. Another financing plan, which will be specified on the offer to be signed, may be decided by mutual agreement between the SERVICE PROVIDER and the CUSTOMER. Depending on the method and period of payment chosen by the CUSTOMER and defined in the offer, the SERVICE PROVIDER will summarize the budget data on an additional invoice. The CUSTOMER must pay the price according to the specifications provided on this invoice.

Any dispute or reservation relating to an invoice must be notified to the SERVICE PROVIDER within five (5) days of receipt at the latest. Failing this, the invoice will be considered as definitively accepted by the CUSTOMER.

### **10.3. Late payment**

According to the payment terms defined, if the CUSTOMER has not paid the deposit after thirty (30) days from receipt of the invoice, the SERVICE PROVIDER reserves the right to suspend the work in progress until " to the correction of payment by the CUSTOMER, and to apply the late fees in force.

### **10.4. Price update**

The prices of the services may change at any time except for offers accepted and returned to the SERVICE PROVIDER. For offers with an annual expiry date (see ARTICLE 12), the CUSTOMER is informed of the new price in the renewal notification email, sent thirty (30) days before the anniversary date. The CUSTOMER will be free to renew the offer or not.

## **ARTICLE 11 - CONFIDENTIALITY**

Each of the parties undertakes to keep confidential all information, documents, know-how, database, passwords and codes from the other party which it may have become aware of during the execution of the contract.

## **ARTICLE 12 - ANNUALLY RENEWABLE SERVICES**

### **12.1. Scope**

Certain services offered by the SERVICE PROVIDER are valid for a period of one (1) year: the reservation of the domain name and hosting; update management (maintenance package including weekly updates and intervention in the event of a problem related to these updates); security management (security package including the installation, configuration and management of tools for security, automatic backups and anti-spam, as well as intervention in the event of a problem related to one of these tools ).

### **12.2. Content of the maintenance package**

The maintenance package includes weekly updates (of WordPress, theme and plugins) as well as intervention in the event of a problem related to these updates. In the event of a problem on the site that is not inherent in the update process, the SERVICE PROVIDER can intervene to correct the problem, but the work undertaken will be considered as an additional service and the hours worked will be subject to new invoicing. Any other service, for example related to design or modification of content, is not included in the maintenance package, and will therefore be considered as an additional service subject to new invoicing.

### **12.3. Content of the security package**

The security package includes the installation, configuration and management of security tools (Malcare), automatic backups (BlogVault) and antispam (CleanTalk), as well as intervention in the event of a problem related to the one of those tools. In the event of a problem on the site that is not inherent to security, backups or spam, the SERVICE PROVIDER can intervene to correct the problem, but the work undertaken will be considered as an additional service and the hours worked will be the case. subject to new invoicing. Any other service, for example related to design or modification of content, is not included in the security package, and will therefore be considered as an additional service subject to new invoicing.

### **12.4. Termination**

Renewable services cannot be terminated before the end of the term, at the initiative of one of the parties without the consent of the other party. In the event of mutual consent to terminate the contract, the CUSTOMER may not claim reimbursement by the PROVIDER of sums already paid. In the event of a request for termination of a current contract before its expiry date by the CUSTOMER, termination fees are applicable.