TERMS OF SALE

The French version is the only legally valid binding version

Last updated on January 03, 2023

1.   Subject matter of the terms of sale

The purpose of these terms of sale (hereinafter "TOS") is to set the general terms of sale under which ENLAPS (hereinafter the "Service Provider"), an image capture and analysis specialist, supplies a customer (hereinafter the "Customer") according to their choice, products and/or software services, as described in the Order (jointly referred to as the "Services").

2.   Documents making up the Contract

The Contract which governs the contractual relations between the Parties (hereinafter the "Contract"), is made up of the following contractual documents:
-       The Order
-       These terms of sale (TOS)

The contractual documents are mutually explanatory. However, in case of a contradiction between them, the higher ranking document will prevail.

The Customer waives the application of their own terms and conditions. Under no circumstances shall the provisions in the Customer's invoices or order forms supersede those of the aforementioned contractual documents.

The Contract shall constitute the entire and sole agreement between the Parties on the provisions which are the subject matter thereof. Consequently, from its entry into force, it supersedes any contract, agreement, exchange of letters or verbal agreement and other negotiations, including previous versions of the contract which may have been drawn up between the Parties prior to the effective date of the Contract with the same subject matter, unless the Customer expressly disagrees by registered letter with acknowledgement of receipt within 15 days of this Contract being sent to the latter.

The Contract can only be modified by way of a new Order.

3.   Contract formation

The Contract can be formed electronically or not.

The products and services to which the Customer subscribes are those referred to in the Order .

3.1 Provisions applicable to non-electronic Orders

For non-electronic Orders, the Customer agrees, during a preliminary information phase, to send the Service Provider a written expression of their requirements and any useful, exact, complete and unambiguous information needed to determine the specific features of their requirements.

The Customer represents being fully informed of the Services, subject matter hereof, and acknowledges that the Service Provider was at their entire disposal to inform them of all the key information according to the requirements expressed by the Customer.

The Contract is deemed to be formed upon receipt by the Service Provider of the Order signed by the Customer.

By ordering the Service Provider to fulfil the Services set out in the Order, the Customer fully and completely accepts said Order and all the provisions of the contractual documents.

3.2 Provisions specific to Orders placed online (electronic contract)

The Customer has the option of ordering Mytikee Products and/or Services from the Service Provider's Website at the following address: www.enlaps.io.

It should be noted that:

-when the Customer is a professional, the parties agree to make an exception to the provisions of articles 1127-1 and 1127-2 of the French Civil Code on contracts concluded by electronic means.

-when the Customer is a consumer, these Terms of Sale as well as the Special Conditions applicable to consumers are applied.

4.	Definitions

For the performance of the Contract, the terms and expressions starting with a capital letter are defined as follows:

"Products": refers to the Products of ENLAPS, as set out on the www.enlaps.io website. The Products on offer are essentially cameras known as "Tikee", which include on-board software and accessories, for performing timelapses, i.e. accelerated videos using photographs taken at regular intervals. The Tikee camera works with Tikee remote, a mobile app for configuring and controlling the camera via a bluetooth connection, once a Mytikee account has been created.

"Tikee remote" refers to the mobile app that is made up of computer programs, settings, specific developments, updates, documentation, databases and a graphic charter, which are property of ENLAPS. Tikee remote is accessible to anyone, for download on mobile devices such as iOS and Android mobile phones and tablets, from download platforms (App Store and Google Play). Tikee remote is connected via bluetooth low energy (BLE).

to a Tikee camera. This is the remote control for the Tikee camera. The user, who has created a Mytikee account, can monitor, configure and modify the timelapse sequences carried out with the camera in real time.

"Mytikee app web" or **"Mytikee"** refers to the web application, available at the https://my.tikee.io/signup address, including computer programs, settings, specific developments, updates, documentation, databases and graphic charter, which are the property of ENLAPS.

The Mytikee web app offers several practical services (hereinafter referred to as the **"Mytikee Services"**). The app can be used to create, import, view, store, analyse, publish and share timelapses made from images sent over wifi or by 4 LTE, coming from a Tikee camera.

Certain Mytikee Services are free and available to any User who has created a Mytikee account. Other Mytikee Services are paid services in the form of a subscription, which can be ordered, either from the www.enlaps.io website or by contacting ENLAPS directly.
Advanced Services are also available (including private sharing/6K resolution/monitoring/storage +).
The current Mytikee Services are those indicated on the Service Provider's Site on the date of the Order.

"**Users**": refers to the natural person-users of the Mytikee web app, the Tikee Remote mobile app and the software embedded in the Tikee camera, after creating a Mytikee account and accepting the Terms of Use (TOU) of these apps.
When the user's Mytikee account is linked to a Customer who has signed up to a paid subscription to the Mytikee Services, the user then represents being this Customer or, in the case of a professional Customer, the legal representative or agent authorised to represent the Customer. The acceptance of the TOU by the user when creating the Mytikee account is binding upon the Customer.

5. Special conditions pertaining to Orders placed online (electronic contract)

The Customer has the option of ordering Mytikee Products and/or Services from the Service Provider's Website at the following web address: www.enlaps.io.

Until the payment stage, the Customer can modify the Order, including any errors made when entering their data, by going back to the previous screens.
The final acceptance of the Order is therefore made by paying for the Order, except for payments by bank transfer, where the Order is confirmed upon receipt of payment by the Service Provider.

5.3 Confirmation of the Order placed online
A confirmation of the Order placed is displayed on the Site after the payment has been confirmed. The confirmation of the Order includes a summary of the content of the Order, the number, date and time of the Order, the payment mode used, the itemised total of the Order as well as the billing addresses and the Customer's delivery address for the Products.
The confirmation of the Order is sent by email at the same time to the Customer at the address provided.
Enlaps reserves the right to block an Order, especially in the event of suspected or proven fraud (compromised username and password, etc.)

6. Conditions applicable to Product Orders

6.1 Product availability
When placing the Order, Enlaps agrees to use its best efforts to provide the Customer with information about the availability of the various Products. In the event of a lack of availability after the Order has been placed, the Customer will be promptly informed by e-mail and will be given an additional delivery time, if applicable, given the unavailability of the Products. If the additional delivery time is incompatible with the Customer's time constraints, the latter may contact the customer service by email using the Site's contact form to notify it of their time constraints and describe the consequences of the additional delivery time.

6.2 Place of delivery – shipping cost
The Products are delivered to the shipping address provided by the Customer when placing their Order. The shipping address may be different from the billing address. The available geographical delivery areas are those provided by the Service Provider on the date of the Order.

Delivery charges may apply depending on the required delivery area. These costs are given to the Customer when the Order is placed.

6.3. Delivery lead times
The Products sold to the Customer are delivered within the deadlines indicated in the Order.
Except in the event of more favourable provisions applicable to the consumer Customer:
- the delivery times are provided for information purposes only and are not binding.
- In no case may the Service Provider be held liable in the event of a late or suspended delivery not attributable to the Service Provider.

6.4 Product checks upon receipt
The Customer agrees to check the Products upon receipt and to add any reservations to the delivery slip, particularly in the event of damage to the parcel or non-compliance with the Order. The Customer shall notify Enlaps of their reservations regarding the Products delivered within a maximum period of five (5) working days following the date of receipt of the Products, to the customer service at the following address: https://enlaps.io/en/contact
Enlaps agrees to refund the Customer or exchange the Product, if, after verification, the claim made in due form within the allotted time proves to be well-founded.
Except in the event of more favourable provisions applicable to the consumer Customer: if no reservations are made by the Customer during this period, the Products will be deemed to be delivered in the correct quantity in accordance with the Order and have no conspicuous defects attributable to the Service Provider.

6.5 Questions
For any information on the status of the Order and for any questions, the Customer may contact the Customer Service by phone at (+33) 4-58-00-57-30 (price of a local call from a landline), by Chat on https://enlaps.io, given that these services are open Monday to Friday from 9 a.m. to 12 p.m. and 2 p.m. to 6 p.m. (FR time, closed Saturdays, Sundays and public holidays), or by email: https://enlaps.io/en/contact

6.6 Transfer of ownership of the Products
Except in the event of more favourable provisions applicable to the consumer Customer, the transfer of ownership of the Products, to the benefit of the Customer, will only take effect after the full payment of the price by the latter, regardless of the date of delivery of said Products. The risk of loss and deterioration will be transferred to the Customer from the date of receipt of the order, i.e. the delivery date of the order to the Customer by the carrier, regardless of the payment date for the products.

6.7 Warranty of the Products sold
The following provisions apply exclusively to Professional Customers. For the warranty conditions applicable to consumer Customers, please refer to the Special Conditions applicable to consumer Customers.
The products sold after the 1st of January 2023 benefit from a two-years warranty (one year warranty for the product sold before the 1st of January 2023) from the date of receipt of the Products, covering Product defects, non-compliance or malfunctions and any conspicuous defect, arising from a material, design or manufacturing defect affecting the products delivered and making them unfit for use.
This warranty does not cover conspicuous defects in the Products during reception, given that the latter must be the subject of a claim in accordance with article 6.4 of this Contract.
In order to exercise their rights under this warranty, the Customer must, under penalty of forfeiture of any action relating thereto, inform the Service Provider by registered letter with acknowledgement of receipt of the existence of the defect, non-compliance or malfunction, within a maximum period of ten (10) working days from its discovery.

Claims relating to this warranty can only be accepted if the Customer provides the Service Provider with the proof (i) of a defect, malfunction or non-compliance of the Product(s) occurring under normal conditions of use, installation, application and service as specified in the instructions for the use of the Products, communicated by the Service Provider, and (ii) that this defect, malfunction or non-compliance of the Product(s) results exclusively from a material and/or manufacturing defect attributable to the Service Provider.

Upon receipt of the notification and the defective product(s), the Service Provider will have ten (10) working days to confirm to the Customer whether or not the commercial warranty has been applied.

In order to exercise the warranty, a file number will be communicated to the Customer. This number must be mentioned on the parcel to be returned.

The Customer will return the defective or allegedly defective Product(s) to the Service Provider at their own expense, and as such agree to comply scrupulously with the Service Provider's instructions on the Products' packaging and shipping conditions. Products returned without the Service Provider's prior authorisation and that do not comply with the packaging and shipping instructions provided by the Service Provider, will not be accepted and the warranty will not be applicable as a result.

The defective Product(s) may be repaired, replaced by a refurbished Product, if applicable, or refunded to the Customer, at the Service Provider's discretion.

The warranty does not cover the cost of returning the Product(s) outside mainland France.

It also does not cover the costs of installing, uninstalling or reinstalling the Products.

The warranty will be not be applied if, after verification by the Service Provider, the fault is found to be the result of improper use of the Product(s), use in a marine, tropical or equatorial environment, negligence, accident or lack of maintenance on the part of the Customer, or a third party, as well as in the event of the normal wear and tear of the Product, or even force majeure.

The warranty will also not be applied in the event of a malfunction of the Product(s) resulting from an alteration, incorrect installation or application, or of a Product which has undergone an unauthorised modification, or which has been used, stored, transported or handled negligently, or which has been repaired, or altered in any way by or owing to any power failure, electrical surge, lightning, flood, fire, accidental breakage, vandalism, act of war, natural disaster, or any other event beyond the control of the Service Provider.

In addition, the warranty does not apply to any change in the aesthetic appearance of the Product(s) resulting from normal wear and tear over time of the components of the Product(s).

The replacement of the Product(s) or defective parts will not have the effect of extending the duration of the warranty set out above.

7.   Conditions pertaining to subscriptions to paid Mytikee Services

Access to the paid Mytikee Services is fulfilled in the form of a subscription which can be ordered, either from the www.enlaps.io website, or by contacting ENLAPS.

7.1 Number of Tikee cameras according to the number of paid Mytikee Services subscriptions
A subscription to the paid Mytikee Services provides a connection to a single Tikee camera.
To connect several Tikee cameras to the paid Mytikee Services, the Customer may take out as many subscriptions as there are cameras used.

7.2 Activation of the subscription
The subscription is activated at the Mytikee account level by the Customer before the expiration date.

7.3 Duration of the subscription

The duration of the subscription depends on the Customer's choice when placing the Order.

The subscription is not subject to tacit renewal. Any extension of the subscription must be the subject of a new Order.

One month before the deadline, Enlaps will send the Customer one or more notifications by e-mail, in order to find out whether the latter wishes to renew the Services. If the Customer gives a negative reply or does not express there intention to renew the Services before the expiry date, the subscription will automatically end on the expiry date.

7.4 Consequence of the end of the subscription

If the subscription is not renewed, or even terminated, the Customer will have a notice period of one (1) month to carry out any backups or migrations of the content stored in the Mytikee web app, if they wish. At the end of this one-month period, their account will automatically switch to the standard (free) formula. On this date, Enlaps will delete all or part the content stored on the web, at its sole discretion. Only the content corresponding to the storage capacities of the free Services will be kept.

No reversibility service is provided for herein.

7.5 Modification of the Services

Enlaps reserves the right to modify the Mytikee Services, including to delete, add functionalities, modify the hosting, etc. The Services and characteristics in force are those described on the Enlaps Site.

Regarding the Services, which are part of a current subscription, the Customer will be notified by e-mail of any modification likely to degrade or substantially reduce said Services, at least thirty (30) working days before the implementation of the modification. In this case, the Customer may terminate their subscription by registered letter with acknowledgement of receipt, within thirty (30) days of the notification of the modification. The Customer will then be liable to pay for the proportion of their subscription that they use, until the early termination of the latter.

8. Conditions pertaining to the use of the Mytikee Services, the software embedded in a Tikee camera, and the Tikee remote mobile app (hereinafter referred to as the "Software Services")

The conditions for using the Mytikee Services, the software embedded in the camera and the Tikee remote mobile app (hereinafter referred to as the "Software Services") are referred to in the Terms of Use that the User-Customer agrees to accept without reservation, when creating their Mytikee account at the following address: https://my.tikee.io/signup.

These software services are described in detail in the Terms of Use (TOU). In summary, they include the following:

-the right to access and use the Software Services (license right) under the conditions provided for in the TOU as well as in Article 13 Intellectual Property of these Terms of Use.

-hosting of applications, software and the data they contain, maintenance, availability and security under the conditions provided for in the Terms of Use.

9. Prices of Products and Services

9.1 Price setting

For online orders, the prices are those indicated on the Site.

For non-electronic Orders, the prices are those indicated on the Quote provided by the Service Provider.

They are indicated in Euros or Dollars depending on the Customer's country of residence.

The price of the subscription to the Mytikee Services is on a sliding scale according to the duration of the chosen subscription.

Except in certain special cases, the prices are exclusive of tax and transport costs, which are specified in the Order. In principle, any change in taxes and fees will be passed on to the Customer.

Enlaps also reserves the right to offer preferential rates. The conditions and duration of these benefits will be displayed on the Site or communicated to the Customer.

Promo codes are only valid for the period and according to the validity conditions mentioned by the Service Provider. They cannot under any circumstances be converted into a refundable amount or payable to the Customer. Unless otherwise stated on the promo codes, the latter cannot be combined when placing an Order. Enlaps reserves the right to modify its prices at any time. However, the prices shown on the day the Order is validated will be those applicable.

9.2 Customs duties and taxes for the Products

When the Customer orders Products to be delivered overseas or outside the European Union, they are considered to be an importer of the Products. As such, they must comply with all the laws and regulations of the country in which they receive the Products. The Customer may be subject to import duties and taxes, which are levied when the parcel arrives at its destination.

For Orders to the United States, the Service Provider bears any customs duties and taxes applicable to the Products.

For Orders to be shipped overseas or outside the European Union, excluding the United States, any customs duties and taxes shall be borne by the Customer. Enlaps has no control over these charges. Given the wide range of different Customs policies from country to country, Customers should contact their local customs department for more information.

9.3 Payment of the price

Payment for the Mytikee Services

The price of paid Mytikee Services is payable in advance, monthly, depending on the duration of the subscription taken out by the Customer.

If the subscription is renewed, a new Order is placed. The price is then that in force on the day of renewal, as indicated on the Order.

Payment for Products

The price of the Products is payable in full at the time of the Order. Payments can be made by credit card, bank transfer or paypal.

In the event of the incomplete payment or non-payment of the price, for a reason attributable to the Customer, the Order will be automatically cancelled, access to the Mytikee paid Services blocked and any resulting costs borne by the latter, without prejudice to any claims for damages.

10.4 Electronic invoices

The Customer has been notified and agrees to receive the invoice corresponding to their Order by email.

10.5 Late payment

The Customer may not under any circumstances offset, reduce or modify the prices or suspend payment in advance.

In the event of late payment, excluding the case of more favourable provisions applicable to the consumer Client, late payment penalties calculated at the monthly rate of 3% of the total price, inclusive of tax, will

automatically be granted to the Service Provider, without the need for any prior formalities or formal demand. All the sums due shall become immediately payable upon payment, without prejudice to any other proceedings that the Service Provider would be entitled to bring against the Customer in this regard.

In the event of non-compliance with the aforementioned payment terms, the Service Provider also reserves the right to suspend or cancel the delivery of the Customer's pending orders, to suspend the execution of its obligations, or to reduce or cancel any discounts granted to the latter. The Service Provider also reserves the right to suspend the access and use of the software Services or even the Services.

Finally, a lump sum compensation for collection charges of 40 Euros will be automatically due by the Customer without the need for prior notification in the event of late payment. The Service Provider reserves the right to request an additional compensation from the Customer if the collection charges actually incurred exceed this amount, on presentation of supporting documents.

10.   Obligations of the Parties

11.1 Obligations of the Service Provider

Except in the event of more favourable provisions applicable to the consumer Customer, the Service Provider is bound by a general best-efforts obligation. The Service Provider agrees to use its best efforts to perform the Services set out in this Contract.

11.2 Customer's obligations

The Customer agrees to read and comply with the terms of use of the Products available on the Site (including the terms pertaining to external climatic conditions) as well as the Terms of use of the software Services.

The Customer must regularly update the software of the Tikee remote mobile app as well as the internal software of the Tikee camera, in accordance with the recommendations that the Service Provider publishes on its Site on the following page: https://enlaps.io/update/

The Customer may also sign up to the ENLAPS newsletter, if they wish, in order to receive the Service Provider's news and advice, including matters concerning software updates.

The Customer is solely responsible for the following:
- their settings and their use of the Products and Services of the Provider;
- the purposes for which they use them;
- the use of the results provided by the Products and Services;
- the data they put on the Products and Services;

The Customer agrees to use the Products and Services only for lawful purposes, in accordance with the law, the regulations in force, public order and good morals.

The Customer also agrees not to use the Products and Services to hinder or disrupt their proper functioning, including the deliberate or unintentional transfer of content at inappropriate times, except the case of planned use, leading to excess traffic.

It is the Customer's responsibility to keep all of their data and to create their own backups.

11.   Personal Data

The Customer acknowledges having read and accepted the Service Provider's personal data use policies displayed on the Site, the Mytikee and Tikee remote apps, and the software embedded in the Tikee camera.

12.   Intellectual property

13.1 Intellectual property of ENLAPS

- Intellectual property rights of ENLAPS

ENLAPS holds the intellectual property rights needed to grant the Customer the right to access and use the Mytikee and Tikee remote apps, and the software embedded in the Tikee camera, (hereinafter referred to as the "Works"), in accordance with this document.

The Customer acknowledges that this document does not confer any ownership rights for the apps. The availability of the latter under the conditions provided for herein shall not be construed as transferring any intellectual property rights, within the meaning of the French Code of Intellectual Property.

Consequently, the right of access and use which is granted to the Customer hereunder is exclusive of any transfer of intellectual property rights. This concerns the rights referred to in Articles L 122-1, L 122-6, L 122-7 of the French Intellectual Property Code, in particular.

- License granted to the Customer so that they can access and use the works of ENLAPS

ENLAPS grants to the Customer a non-exclusive, non-assignable and non-transferable right of access and use of the Mytikee and Tikee remote apps as well as the software embedded in the Tikee cameras during the term of the Contract and for the whole world.

The scope of this right varies depending on the Mytikee Services to which the Customer has subscribed in the Order.

A subscription to the paid Mytikee Services gives the right to a single user license. The User has a named Mytikee account. When a Customer has an access permission in administrator mode, they become fully responsible for managing the User accounts as well as the usernames and passwords.

The Customer is strictly prohibited from any other use outside the subject matter hereof, including, but not limited to, any reproduction, adaptation, modification, representation, translation, arrangement, distribution and decompilation.

The Customer agrees not to infringe, in any way whatsoever, the rights of ENLAPS on the Works and not to carry out acts liable to have the consequence of infringing upon all or part of any element or component of these apps.

The Customer has been informed that any use of the Works that does not comply with the provisions hereof exposes them to legal action (unfair competition, infringement of copyright, etc.)

The Customer has been informed that ENLAPS may be required to use pre-existing software for which it has obtained the rights necessary for its use.

In particular, the Client has been informed that the Works may use so-called "free" or "open source" modules or libraries.

The licenses relating to these modules or libraries (which it makes available to the Customer on written request) may contain unconditional exclusions from all warranties. In this case, the Customer accepts that ENLAPS cannot give them more warranties than the ones they hold as a result of the licenses of these modules or libraries. ENLAPS therefore excludes any warranty relating to so-called "free" or "open source" modules or libraries whose licenses contain an exclusion of warranty.

Notwithstanding article 1626 of the French Civil Code, no hold harmless clause is granted by ENLAPS.

13.2 Intellectual property of the Customer and license granted to ENLAPS

The Customer may be the holder of intellectual property rights on the content that they create, import, publish and share on the Mytikee and Tikee remote apps.

None of the provisions herein deprive them of the rights that the Customer holds over their own content.

However, the Customer grants ENLAPS a non-exclusive, transferable, sub-licensable, free and worldwide license for their content to host, use, modify, execute, copy, publicly represent or publicly display it.

This licensing right is granted to ENLAPS so that it can provide the Services, optimise artificial intelligence algorithms and image processing, or for statistical purposes.

In addition, when the Customer chooses to make their timelapses public, they automatically grant ENLAPS a licensing right to use, modify, copy and represent these videos for marketing and communication purposes.

This license terminates when the content is removed from the systems of ENLAPS.

The Customer also grants the same licensing rights for its content to the other Users of the Mytikee app.

13.3 Intellectual property of third parties

The content that the Customer chooses to publish, share or import on ENLAPS's apps, such as photos or videos, may be protected by the intellectual property rights of third parties.

The Customer agrees to scrupulously respect the intellectual property rights of these third parties and to ensure in advance that they have all the rights necessary to publish, share or even import said content.

In particular, the Customer may not publish, share or import on the ENLAPS apps, the works of third parties and/or representing third parties (photos, texts etc.), for which they do not hold the rights of use or the necessary operating authorisations, nor may they reproduce the trademarks of third parties, for which they do not hold the rights of use.

The Customer agrees to indemnify and hold ENLAPS harmless against any possible action and conviction for liability and/or infringement of copyright. In such a case, the Customer must reimburse all damages, fines, costs and expenses, which ENLAPS may be required to pay to a third party in this regard.

13.   Force majeure

Neither Party may be held responsible for any delay or failure in the performance of any of its obligations under this Contract or an order taken pursuant to this Contract, if said delay or failure is the result of a force majeure event as usually defined by the case law of the French courts.

Notwithstanding the cases of force majeure usually recognised by the case law of the French courts, the following shall be considered force majeure by express agreement between the Parties: acts of terrorism, wars, total or partial strikes and lockouts of third-party companies that affect the service provided, bad weather, epidemics, blocking of traffic routes, means of transport or supply chains for any reason whatsoever, earthquake, fire, storm, flood, water damage, government or legal restrictions, legal or regulatory changes of marketing formats, blocking of telecommunications (France Telecom networks or technical centre).

The Party seeking to invoke a case of force majeure must promptly notify the other Party by registered letter with acknowledgement of receipt as soon as it becomes aware of such an event. As soon as the effects resulting from the invoked force majeure event have disappeared, the affected Party shall immediately inform the other Party by any means and shall immediately resume performing its obligation.

If the effects of the force majeure event continue for more than one (1) month, the Parties agree that this Contract may be terminated automatically by the first Party to take action by registered letter with acknowledgement of receipt, without affecting the terms of payment for the services performed.

14.   Sub-contracting/assignment

The Customer gives the Service Provider a general authorisation to subcontract all or part of the Services to any service provider of their choice.

In any case, the Service Provider remains responsible in its relations with the Customer for the proper performance of the contract and the services provided by the subcontractor that it uses.

The Service Provider is also authorised to assign the Contract to any assignee of its choice. The Customer will be notified of the assignment. If this Contract is assigned by the Service Provider, the Customer accepts that the Service Provider is not jointly and severally liable for the proper performance of the Contract by the assignee.

Any assignment, subrogation, substitution or other form of transmission of this Contract by the Customer is prohibited without the prior written consent of the Service Provider.

15.   Liability

16.1 Non-liability of ENLAPS for content

The Customer is solely liable for the content they choose to create, import, publish or share on the apps.

ENLAPS does not control this content, nor does it control the actions and behaviour of the other Customers and Users of its apps.

The Customer therefore accepts that ENLAPS cannot be held liable for the content that is created, imported, published or shared on the apps. It is also not liable for the actions or failures of the other Users and Customers with regard to the Customer.

16.2 Liability of the Service Provider

The Customer executing Orders for Products and Services is solely responsible for the choices they make. Consequently, the Parties agree that Enlaps cannot be held liable if an ordered Product or Service is ill-suited to the needs of the Customer.

The Service Provider is only liable for the tasks it has been expressly assigned to fulfil within the context of the Order. The Service Provider cannot be held liable, in any way whatsoever, for the use made by the Customer of the Services and/or the results of the Services, or for the content of the data entered in the Service Provider's apps.

The Service Provider does not warrant the continuity and quality of the communication links with the Customer, including breakdowns in the Customer's internet access, which are not the responsibility of the Service Provider. Consequently, the Service Provider cannot be held liable in the event of a malfunction of the communication networks leading to delays in the apps' functions and/or a total or partial loss or destruction of the data.

Under no circumstances can the Service Provider be held liable in the event of the following:
- fault, negligence, omission or default of the Customer, which would constitute the exclusive cause of the occurrence of the damage;
- malfunction or unavailability of a tangible or intangible asset in the event that it has been provided by the Customer;
- incorrect configuration of the Product by the Customer;
- loss or damage to Customer data, given that the Service Provider is not bound by any obligation to backup data;
- force majeure.

In addition, the Service Provider may not be held liable for interruptions of the Services or related damage:

- improper or fraudulent use by the Customer or third parties requiring the Service to be stopped for safety reasons;
- a fraudulent intrusion or maintenance of a third party on the Solution, or the illegal extraction of data, despite the implementation of security measures in accordance with current technical data, given that the Service Provider is only required to use its best efforts in light of the known security techniques;
- the nature and content of the information and data created and/or communicated by the Client; more generally, Enlaps cannot be held liable, under any circumstances, for the data, information, results or analyses of a third party;
- an interruption in the power supply or transmission lines caused by public or private operators;
- the quality of the 4G or wifi network, the operation of the internet or telephone networks.

The liability of the Service Provider can only be called into question for a fault and for direct damage, which would be attributable to it in respect of the performance or non-performance, in whole or in part, of its obligations under the Contract, it being understood that this does not include consequential damage.

Consequently, the Service Provider cannot be held liable for any indirect loss, including loss of turnover, loss of profit, loss of orders, loss, inaccuracy or the corruption of files or data, loss of opportunity, loss of reputation or any other special damage or events beyond its control or any occurrence not attributable to it.

By express agreement between the Parties, the liability of the Service Provider for all direct losses is limited to the amount excluding tax of the Order concerned.

The liability of the Service Provider under the Contract will lapse one (1) year from the event giving rise to the claim.

16. Termination for default

In case of either Party failing to comply with any of its obligations under the Contract, the other Party may, after sending a formal notification by registered letter with acknowledgement of receipt without reply on the expiry of a period of 30 days from the date of dispatch, automatically terminate the Contract without prejudice to any damages that it may claim as a result of the breaches invoked.

17. Agreement on evidence

The Parties intend to define rules regarding the evidence that is admissible between them in the event of a dispute and their probative force. The Parties recognise the validity and full probative force of the following elements and procedures as well as of the signatures and authentication procedures that they express:
- names of the Customer, Users, usernames and confidential passwords used;
- data and files stored on the Service Provider's applications;
- automatic notifications (emails and text messages);
- IP addresses and connection logs;
- the tick boxes used to obtain the time-stamped consent of the Customer and the User.

The Parties also recognise the validity and the full probative force of the electronic signatures which may be added to the Contract, in order to formally recognise the agreement of the two Parties to the terms of the Contract on the date of signature.

The Professional Customer agrees not to dispute the admissibility, validity or probative force of the aforementioned elements.

18.   Miscellaneous provisions

Each of the clauses of this Contract must be interpreted, as far as possible, so that it is validated with regard to the law applicable to it. Should any of the stipulations of this Contract prove to be illegal, void or unenforceable by any court or competent administrative authority under the terms of an enforceable decision, this stipulation will be deemed unwritten, without altering the validity of the other stipulations and will be replaced by a valid stipulation of equivalent effect, which the Parties agree to negotiate in good faith, as if the Parties had known of the illegality, nullity or unenforceability of the said stipulation.
The failure of either party to insist upon the performance of any of the provisions of this Contract shall not be construed as thereafter waiving its right to insist upon the performance of each one of its clauses and conditions.

19.   Governing law – Court of competent jurisdiction

The French version of these terms of sale shall apply and take precedence over any other version written in a foreign language.
The Contract is governed by French law. In the event of any dispute arising from the interpretation, execution or termination of an Order or these Terms of Sale, an initial attempt will be made to come to an amicable settlement when the Customer refers the matter to the Customer Service.
In the absence of an amicable settlement within thirty (30) days from the notification of the dispute by the first Party to take action, the dispute will fall under the exclusive jurisdiction of the court of Grenoble, notwithstanding multiple defendants or a claim for a contribution from third parties, even for emergency or conservatory proceedings.