

# General terms and conditions

## 1 - Preamble - Purpose - Identification of the Company

The purpose of these general terms and conditions of use (hereinafter referred to as the "GCU") is to define the terms and conditions under which EOServices Ltd. (hereinafter referred to as the "Company") offers its Services on the Internet Site that it publishes.

### 1.1 - The Company

The Services described in these GCU are provided by EOServices Ltd, a limited liability Company incorporated under English law, registered with the United Kingdom Trade and Companies Registry under number 08951828, whose registered office is located at: 2 Communications Road, Greenham Business Park, Newbury, Berkshire, RG19 6AB, UK, and whose intra-community VAT number is EU372027503.

### 1.2 - Contacting the Company

The Customer has the possibility to contact the Company :

- by simple letter to the address indicated in article 1.1 above;
- by e-mail at the following address: [contact@startdoc.com](mailto:contact@startdoc.com);
- by telephone on 01 84 80 44 83 from Monday to Friday from 9am to 6pm, excluding public holidays in the United Kingdom (price of a local call).

## 2 - Definitions

For the purposes of these GCU, capitalized terms, whether used in the singular or plural, have the following meaning:

**Customer:** refers to any natural person of legal age who is not acting in a professional capacity and who has subscribed to the Services by creating a Customer Account on the Website;

**Customer Account:** refers to the personal space made available to the Customer by the Company on the Website, accessible by a personal identification and password provided by the Company, containing in particular the Customer's identification information. The Customer Account is accessible on the Website under the heading "My Account";

**Documents:** means standardised documents (letters, curriculum vitae, forms, etc.) that are made available to the Customer by the Company on the Website so that the Customer can personalise them for his own needs.;

**Working days and hours:** Monday to Friday from 9am to 6pm, excluding public holidays in the United Kingdom;

**Services:** refers to the services provided by the Company on the Website and described in article 4 of these GCU, in particular access to the Documents;

**Website:** means the interactive electronic service published by the Company, accessible in particular at the address <https://www.startdoc.uk>;

## 3 - Acceptance - Modification of the GCU

Subscription to the Services offered by the Company implies the Customer's unreserved acceptance of these GCU.

As these GCU may be modified at any time, the applicable GCU are those in force and accessible on the Company's Website at the date of subscription or use of the Services by the Customer.

## 4 - Description of the Services

The Services offered by the Company on the Website are the following:

Document provision service

The Service provided by the Company consists of offering the Customer, via the Customer Account, access to a database containing all of the Documents so that he can download them and customise them to suit his particular needs.

The Documents have been written by specialists in their field on behalf of the Company, which is free to offer them for download against payment

### **Telephone assistance**

The Customer also benefits from a telephone assistance service provided by the Company for any questions he may have about the Website and the Services.

This assistance service is accessible during Working Days and Hours:

- by telephone at the following number: 01 84 80 44 83 (price of a local call);
- by e-mail to the following address: [contact@startdoc.com](mailto:contact@startdoc.com).

The Company will make its best efforts to respond as quickly as possible during Working Days and Hours to requests made by the Customer as part of the support service.

The Customer acknowledges and accepts that this assistance relates solely to the use of the Website, the Services and the Documents and is not of a legal nature. The helpline has neither the skills nor the capacity to provide the Customer with assistance on the suitability of a Document for the Customer's particular needs or on how to complete it

## **5 - Terms and Conditions for subscribing to the Services**

### **5.1 - Creation of the Customer Account**

5.1.1 - The Customer must create a Customer Account on the Website in order to access the Documents. The creation of the Customer Account implies acceptance of the GCU and full payment of the price of the Services.

To create a Customer Account, the Customer must provide the Company with the requested information necessary for identification.

Among the personal information, the Customer is required to provide in particular a single valid and functional e-mail address that can be used as an identifier for their Customer Account, with the responsibility for making, if necessary, any changes to the said e-mail address in due time.

The Customer guarantees the accuracy, sincerity and reliability of the information provided in their Customer Account and undertakes to update it regularly and as soon as possible.

Consequently, the Company cannot be held responsible for the Customer's lack of diligence in modifying and/or updating the information him/her concerning.

In the event of erroneous information or information that appears to be misleading, the Company reserves the right to (i) suspend or terminate any contractual relationship with the Customer (ii) and/or suspend the Customer's access to their Customer Account

5.1.2 - The Customer Account will be definitively created, subject to full payment of the price of the Services, when the Customer has received from the Company, by e-mail, his/her access codes (username and password).

These elements are strictly personal: the Customer undertakes to keep them confidential and not to transmit them to third parties.

The Customer is the only one authorised to access and use the Services using his username and password. Any access to the Customer Account using the Customer's username and password is deemed to have been made by the Customer and under their responsibility.

Consequently, in the event of loss, theft or any fraudulent act regarding the Customer's username and password, it is the Customer's responsibility to inform the Company as soon as possible and, where applicable, at the Company's request, to prove his identity by any means

### **5.2 - Downloading Documents**

5.2.1 - In order to download one or more Documents, the Customer must log in to their Customer Account by using the ""Log in"" section.

The Customer may download as many Documents as desired during the period of validity of their Customer Account, subject to the conditions and limits of the licence granted to him/her in accordance with article 9 of the GCU. However, the Customer undertakes to

download only those Documents he/she reasonably needs

5.2.2 - The Customer acknowledges that the Documents are made available solely to the Customer and that no third party may access them, subject to the provisions of article 9.2.2.

5.2.3 - Failure by the Customer to comply with its obligations as defined in article 9 of the GCU shall constitute a serious breach of the GCU leading to their termination, to the exclusive liability of the Customer, without this giving rise to any right to compensation or indemnification.

## **6 - Duration - Renewal - Termination**

6.1 - The Customer subscribes to the Services for a fixed period of thirty (30) clear days from the date of confirmation by the Company of the creation of their Customer Account, which will be renewed by tacit agreement for an identical period, unless the Customer cancels at any time no later than forty-eight (48) hours before each renewal deadline under the conditions of article 6.3.

6.2 - In the event of a trial period, the Services are purchased for a fixed period as indicated in the mentioned trial period, and then, without cancellation within the required timeframe with regard to the mentioned trial period, for the duration as indicated in article 6.1. If the trial period is renewed as a monthly subscription, the costs of the trial period will be refunded to the Customer free of charge.

6.3 - To unsubscribe from the Services, the Customer must connect to their Customer Account and select the rubric "unsubscribe".

## **7 - Prices - Terms of payment**

The prices indicated on the Website are expressed in euros, all taxes included, for a fixed price access to the Services and for the duration indicated in article 6.

The prices may be modified at any time by the Company: the applicable prices are those in force and accessible on the Website on the date of creation of the Customer Account, and then of access to the Services.

Payment for the Services shall be made exclusively by banking card

## **8 - Withdrawal and refund**

### **8.1 - Right of withdrawal**

In accordance with Article L221-25 of the French Consumer Code (Code de la consommation), the Customer acknowledges, where applicable, that the requested Services are already available for use before the end of the withdrawal period.

In accordance with Article L.221-18 of the French Consumer Code (Code de la consommation), the Customer is entitled to withdraw from the contract in any case fourteen (14) days after subscribing to the Services, without any justification.

If the Customer wishes to make use of this option, he/she should use the Company's withdrawal form as a matter of priority.

The Company will refund the amount paid by the Customer on a pro rata basis (i) for the period between the commencement of the provision of the Services and the Customer's declaration that he/she wishes to withdraw from the Contract.

The refund will be made using the same method of payment that the Customer indicated and used to register on the Website

### **8.2 - Right of refund**

The Customer will have fourteen (14) days after subscribing to the Services to request a reimbursement. No reimbursement requests will be accepted after this period.

## **9 - Intellectual property**

### **9.1 - On the Website**

The Company is the owner of all intellectual property rights relating to the Website.

The Customer's access to the Website does not confer any right on the intellectual property rights relating to the Website, which remain the exclusive property of the Company.

In particular, the Customer is prohibited from reproducing, representing, modifying, transmitting, publishing, adapting, on any medium whatsoever, by any means whatsoever, or exploiting in any way whatsoever, all or part of the Website without the prior written authorisation of the Company

## **9.2 - On the Documents**

9.2.1 - The Company grants the Customer a personal, non-transferable license to use the Documents for the duration of the subscription to the Services, for the Customer's territory, and for strictly personal use, excluding any other purpose, in particular directly or indirectly commercial.

9.2.2 - This license includes, in particular, the right to save the Documents locally on a (1) computer terminal owned or used exclusively by the Customer, the right to adapt, modify, and correct them by the Customer and/or any third party with whom the Customer is contractually bound in order to adapt the Document(s) to the Customer's specific needs by any duly authorized professional, such as a regulated legal profession, and to reproduce them in digital form or on paper for the purposes of conservation and/or transmission to third parties.

9.2.3 - The Customer also acknowledges the rights held by the Company over all or part of the Documents accessible on the Website and constituting the fruit of the information made available by the Company within the framework of the Services, in its capacity as a database producer, within the meaning of the provisions of Article 341-1 of the French Intellectual Property Code (Code de la propriété intellectuelle). Consequently, in accordance with the provisions of Article L. 342-1 of the same Code, the Customer is prohibited from re-using, by making available to the public, all or a qualitatively or quantitatively substantial part of the Documents, in any form or by any process, including by hypertext link. In general, any reproduction or representation, direct or indirect, partial or total, qualitatively or quantitatively substantial of the Documents, committed by one of the processes mentioned above is strictly prohibited.

## **10 - Availability of the Website**

The Company makes every effort to make its Website available 24 hours a day, 7 days a week, regardless of the maintenance operations of the Website and/or the server(s) on which the Website is hosted. However, the Company reserves the right to modify or interrupt, at any time, temporarily for a reasonable period of time, all or part of the Website, without prior notice to the Client and without any right to compensation.

## **11 - Liability**

The Company undertakes to make the Documents available as is, without any guarantee as to their effectiveness, compliance with legal requirements, completeness, or efficiency. The Company cannot be held responsible for the consequences of their production by the Customer.

Even if the Customer's specific needs are made known to the Company, the Documents may not necessarily correspond to them, but are generic. The Services do not replace the Customer's need for professional advice and expertise, in particular from a legal profession, which the Customer irrevocably acknowledges.

The Customer thus expressly acknowledges that the Services cannot constitute the provision of advice, in particular legal advice. The Company is not liable for any failure to advise the Customer in any way whatsoever regarding the use of the Documents.

In any event, the Company cannot be held responsible (i) in the event of use of the Services and/or the Website by a Customer under conditions that do not comply with the terms of these GCU (ii) if the performance of one of its obligations is prevented or delayed due to a case of force majeure as defined by Article 1218 of the French Civil Code (Code civil), and in particular, natural disasters, fires (iii) if the Document is unsuitable for the Customer's needs, including if it has been brought to the attention of the Company, in particular if the production of the Document by the Customer does not have the effects expected by him/her or causes him/her any prejudice whatsoever (iv) if the Document does not comply with the applicable legal and regulatory provisions

## **12 - Protection of personal data**

### **12.1 - Nature of the personal data collected by the Company**

The personal data that the Company collects from the Customer may include: (i) the Customer's first and last name; (ii) the Customer's e-mail address; and (iii) the Customer's IP address for the Internet connection.

The Company does not collect the Customer's bank details, as these are collected by the Companies banking establishment in such a way as to preserve the security, confidentiality, and integrity of the bank details against any unauthorized access, use or misappropriation, communication or modification, throughout the duration of the Service

## **12.2 - Data controller**

The Company is responsible for processing the Customer's personal data.

## **12.3 - Purpose of the data processing**

The purpose of the Customer's personal data collected from them and processed by the Company is to enable the Company to: (i) manage the delivery of the Services (ii) manage the Customer's payments and invoices and (iii) establish general statistics on the traffic of the Website and the various sections it contains.

Considering these purposes, the Customer is informed that their personal data may be shared with service providers with whom the Company has a contractual relationship and some of whom may be located outside the European Union

## **12.4 - CNIL Declarations (CNIL: Commission Nationale de l'Informatique et des Libertés; English: National Commission for Informatics and Liberties)**

In accordance with the provisions of French law no. 78-17 of 6 January 1978 on information technology, files and freedoms, as amended by law no. 2004-81 of 6 August 2004, called "Informatique & Libertés", the Customer is informed that the Company's customer files have been the subject of a notification to the Commission Nationale de l'Informatique et des Libertés (CNIL).

## **12.5 - Right to object, access, rectify and delete**

In accordance with the provisions of Articles 38, 39 and 40 of the French Data Protection Act (Loi Informatique & Libertés), the Customer has at all times the right to:

- object to the processing of his personal data in the context of the Services provided by the Company (Article 38 of the French Data Protection Act (Loi Informatique & Libertés));
- to oppose the disclosure of his personal data to third parties;
- to access any of his personal data processed within the framework of the Services provided by the Company (Article 39 of the French Data Protection Act (Loi Informatique & Libertés));
- rectify, update and delete their personal data processed within the framework of the Services provided by the Company (Article 40 of the French Data Protection Act (Loi Informatique & Libertés)).

Furthermore, the Customer has the option to establish policies regarding the retention, deletion, and disclosure of their personal data after their death, which may also be deposited with a "certified digital trust partner". These policies, or a kind of "digital will", may designate a person responsible for their execution; otherwise, the Customer's heirs will be designated.

Without such a directive, the heirs may contact the Company in order to:

- obtain access to data processing that enables "the organization and settlement of the estate of the deceased";
- obtain notification of "digital estates" or "data resembling family memories transferable to the heirs";
- to arrange for the closure of the Customer's account and to object to the further processing of personal data.

For all intents and purposes, the Customer has the option to notify the Company at any time that, in the event of their death, they do not wish for their personal data to be disclosed to third parties

## **12.6 - Modalities for the Customer to exercise their rights**

To exercise their rights, the Customer may send a letter to the Company or an email to the following address [cnil@startdoc.com](mailto:cnil@startdoc.com), proving their identity (stating their name and surname, their email address and enclosing a copy of their ID card), as provided for with the first paragraphs of Articles 39 and 40 of the French Data Protection Act (Loi Informatique & Libertés).

## **12.7 - Security and archiving of the Customer's personal data**

The Company collects and processes the Customer's personal data with the greatest confidentiality and in compliance with the provisions of the French Data Protection Act (Loi Informatique & Libertés).

The Company promises to take all reasonable measures necessary to safeguard and protect the Customer's personal data collected and processed by the Company.

The Company will electronically archive the Customer's personal data throughout the period of registration for access to the Services under the conditions set out in these GCU. The Company will also delete the Customer's personal data once the Customer's account has been cancelled. However, they may be subject to intermediate archiving within the meaning of the French Data Protection Act (Loi Informatique & Libertés)

## **13 - Complaints**

For any complaint concerning technical matters or the operation of the Website and/or the Services, the Client is invited to send their request by e-mail or by post to the Company's address.

## **14 - Other provisions**

### **14.1 - Correspondence - Evidence**

Subject to specific provisions in these GCU, correspondence between the Company and the Customer shall be conducted exclusively by e-mail.

In application of Articles 1365 et seq. of the French Civil Code (Code civil), the Customer acknowledges and accepts that the information provided by the Company by e-mail and in the Customer Account is binding between the Customer and the Company.

Elements such as the time of receipt or transmission and the quality of the received data are primarily valid in the form in which they are listed in the Customer Account or as authenticated by the Company's computerized procedures, unless the Customer provides written proof to the contrary.

The probative value of information so provided via the Customer Account shall be equivalent to that of an original in the sense of a hand-signed written document in paper form

### **14.2 - Entirety of the GCU**

These GCU express the entirety of the obligations of the Company and the Customer. The fact that one of the parties does not act to enforce a breach by the other party of any of the obligations referred to in this agreement shall not be interpreted for the future as a waiver of the obligation in question.

### **14.3 - Partial invalidity**

If one or more provisions of these GCU are declared invalid, unwritten or void by reason of any law, regulation or final decision of a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and enforceable, unless the invalid provision(s) is/are material and its/their omission would jeopardize the contractual equilibrium.

### **14.4 - Titles**

In the event of difficulties of interpretation between one of the titles appearing at the head of the clauses of these GCU and one of the clauses, the titles will be declared non-existent.

### **14.5 - Applicable law and settlement of disputes**

These GCU are subject to the laws of the United Kingdom.

In the event of a dispute arising in connection with these GCU, their interpretation and their consequences or with any acts supplementing or modifying them, the Customer should, as a matter of priority, contact the Company to obtain an amicable solution.

Without an amicable settlement with the Customer, the Customer may choose:

- to seek an amicable mediation solution within a maximum period of one (1) year from the date of the Customer's written complaint to the Company by referring the matter to (i) either a mediator, (ii) or by using the online dispute resolution system accessible at the following address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>, considering that the proposed mediation process is not a prerequisite for the Customer to refer the matter to the competent

- courts;
- to file a claim before the competent courts of the United Kingdom, and, as far as permitted by the regulations, initially file the claim before the courts of the jurisdiction of the Court of Appeal in London

## 15 - Withdrawal form

Please complete and return this form only if you wish to withdraw from the Services:

EOServices Ltd  
2 Communications Road,  
Greenham Business Park,  
Newbury, Berkshire, RG19 6AB,  
UK

Dear Sir or Madam,

I, undersigned [first name, surname], hereby notify EOServices Ltd of my withdrawal from the subscription to your Services listed below:

- Name and Surname of the Customer [To be completed].
- Customer's Username / E-mail Address: [To be completed]

Customer's signature  
(if sent by post)"