

# GENERAL TERMS AND CONDITIONS OF SALE

*In force as of 06/22/2020*

## Preamble

The present *General Terms and Conditions of Sale* (hereafter referred to as "GTC") define the conditions under which *the Buyer* (an Internet user purchasing a membership on the *close-env.com* website) agrees to enter into a contract with *the Seller* (the owner/operator of the *close-env.com* website).

*close-env.com* (hereinafter referred to as "*the Application*") is a website with a section open to the public without any restriction, as well as a "member space", which access is restricted to registered users (having opened an account on *the Application*). Registration is free of charge.

From his *member space*, the user of *the Application* can take out a membership covering a given period during which he will have access to all the functionalities of *the Application*. Subscription to a membership is subject to a fee, except in the event of a temporary promotional offer.

*The Application* is accessible through the Internet, at "<https://close-env.com>", using a recent browser (preferably the latest version of *Firefox* or *Chrome*). In addition, it can be used as a progressive web application, which allows the user with a mobile device (tablet or smartphone) to launch it as a "native" application, provided they have previously "installed" it according to the possibilities offered by the web browser used (not all offer this option).

## Aim of the contract

These GTC apply, without restriction or reservation, to any purchase of a membership proposed on the *Application*, which gives access, during its period of validity, to the functionalities corresponding to the "Address" and "Surroundings" tabs of the member space.

The period of validity of a membership is defined by its start date (effective date), and by the duration, expressed months, characterizing the membership to which *the Buyer* has subscribed.

The main functionalities of the *Application* are presented at the following web address: <https://help.close-env.com/myfaq?action=show&cat=2> (the website dedicated to providing help, documentation, and assistance to *the Application* users).

*The Buyer* is required to read it before placing an order. The selection of a membership and its purchase (once the order is validated) is the sole responsibility of *the Buyer*.

These GTC are accessible at any time on *the Application* and shall prevail over any other document.

*The Buyer* declares that he/she has read these General Terms and Conditions of Sale and has accepted them by ticking the box provided for this purpose before validating the order in *the Application*.

In the absence of proof to the contrary, the data recorded in the *Seller's* computer system shall constitute proof of all transactions concluded with *the Buyer*.

*The Seller's* contact details are as follows:

Luc GUYON  
1 Les Loges de Mérimont  
44130 Fay-de-Bretagne

Registration number: 883673113

Email address: [luc.guyon@free.fr](mailto:luc.guyon@free.fr)  
Phone number: +33628271962

## Pricing conditions

Subscriptions are sold at the rates in effect at the time of the order, as displayed on the order placement screen in the *member space of the Application*.

Prices are expressed in Euros including all taxes.

These rates include any discount that may be granted by *the Seller*.

These prices are firm and non-revisable during their period of validity, but *the Seller* reserves the right to modify the prices at any time outside the period of validity.

The payment requested from *the Buyer* corresponds to the total amount of his/her order, i.e. the purchase price including tax of the membership chosen.

## Geographic scope

Any Internet user, wherever he or she may be, is free to open an account in the *Application* and to order a subscription as long as he or she understands one of the languages used by the *Application*, namely French and English.

## Applicable law - Language

The original version of these GTC is written in French. A translated version in English is also available. However, in the event of a dispute, only the French text shall be authentic.

These GTC and all operations arising from them are governed by French law.

## Order - Payment - Provision of service

It is up to *the Buyer* to select in the *Application*, via his/her *member space*, the membership to which he/she wishes to subscribe.

After having selected a membership offer, *the Buyer must* tick the box on the same form, by which he acknowledges having read these General Terms and Conditions, and then click on a validation button to confirm his/her order. *The Buyer* is then invited to pay for this order via online payment by credit card. This step is transferred to the payment "gateway" managed by the *payment service provider* (a service provider approved for banking transactions, the "gateway" is a secure site, all data passing through it is encrypted). Payment must be made by a single transaction.

After acceptance and validation of full payment of the order (information received from the *payment service provider*), the membership subscribed is taken into account in *the Application*, and, if its period of validity has begun, the "Address" and "Surroundings" tabs are made accessible to *the Buyer* (on his/her *member space*).

**Special case:** in the case of a free membership (linked to a temporary promotional offer), the payment step is not presented, and the membership is immediately integrated in the *Application*.

*The Seller* reserves the right to cancel or refuse any order from a *Buyer* with whom there is a dispute over payment of a previous order.

*The Seller* is not required to provide access to the functionalities covered by the order until full payment of the order by *the Buyer* has been made.

## Deadlines for activation

No deadline is applicable after acceptance and validation of the full payment of the order, according to the modalities of data exchange provided by the *payment service provider*.

*The Seller* undertakes to use all the means available to activate the membership taken out, within the time limits specified above, from the start of the period of validity of the membership.

If its access to the functionalities of the *member space* were not operational, as described in the documentation provided in the appendix, *the Buyer* is entitled to a period of 7 days (from the date of the order), to request the cancellation of the order, by sending an email to the following email address: [after-sale@close-env.com](mailto:after-sale@close-env.com). In his/her request, *the Buyer* must detail in what way he/she believes there is a lack of service, as well as provide his/her bank account details. After approval of the complaint file, the amount paid by *the Buyer for the* payment of his/her order will be returned to him/her, by bank transfer, at the latest within 14 days following the date of termination of the contract, excluding any compensation or deduction.

No claim will be accepted after this 7-day period. In the absence of restrictions or claims expressly made by *the Buyer* within the period provided, the service purchased will be deemed to conform to the order, both in quantity and quality.

## Right of withdrawal

Given the nature of the service provided, and the absence of an applicable deadline for the provision of the said service, orders placed by *the Buyer* do not benefit from the right of withdrawal.

The contract is therefore concluded definitively as soon as *the Buyer* places the order according to the terms and conditions specified in these GCS.

## Seller's Liability - Warranties

*The Seller* guarantees, in accordance with the legal provisions and without additional payment, *the Buyer* against any lack of conformity or hidden defect, resulting from a defect in the design or execution of the service, for the entire period of validity of the membership taken out, in application of the French Consumer Code, in which the European Directive 2019/770 relating to contracts for the supply of digital content and digital services has been transposed.

In order to assert his/her rights, *the Buyer* must inform *the Seller*, by email sent to the email address [after-sale@close-env.com](mailto:after-sale@close-env.com), detailing how the service does not conform to what he/she had ordered. If the request is justified, *the Seller* shall use all the means at his disposal to rectify the lack of conformity. If the rectification is not possible within a period of time acceptable to *the Buyer*, the latter may communicate his bank account details to *the Seller* in order to be reimbursed the amount of his/her order, it being understood that the order had been paid in full by *the Buyer*.

*The Seller* may not be considered as responsible or defaulting for any delay or non-performance attributable to the *Application* host.

The service provided by the *Application* complies with the regulations in force in France. The responsibility of *the Seller* cannot be held liable for non-compliance with the laws of the country in which the service is delivered. This verification is the responsibility of *the Buyer*, who is solely responsible for the choice of service ordered.

## Personal data

*The Buyer* is informed that the collection of some personal data is necessary for the functionalities of the *Application* to be achieved. This personal data is collected solely for the performance of the service agreement.

The provisions relating to the personal data collected are detailed in the "Privacy Policy" of the *Application*, published at: <https://close-env.com/privacy>.

## Intellectual Property

The content of the *Application* is the property of *the Seller* and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and is likely to constitute counterfeiting.

## Litigation

Any complaint should be sent by email to *the Seller* at the following address: [after-sale@close-env.com](mailto:after-sale@close-env.com).

*The Buyer* is informed that he/she may in any event have recourse to conventional mediation, to existing sector-based mediation entities or to any alternative dispute resolution method (e.g. conciliation) in the event of a dispute.

In this case, the appointed mediator is:

Médiateur de la Fédération professionnelle du e-commerce et de la vente à distance (FEVAD)

60 rue La Boétie 75008 Paris

<https://www.mediateurfevad.fr>

Email address: [mediateurduecommerce@fevad.com](mailto:mediateurduecommerce@fevad.com)

*The Buyer* is also informed that he/she may also resort to the European Online Dispute Resolution platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

All disputes resulting from a sale concluded in application of these GCS and which would not have been the subject of an amicable settlement between *the Seller* and *the Buyer*, or by mediation, will be submitted to the competent French courts under the conditions of common law.