

TERMS OF SALES

These terms of sale are concluded on the one hand by Les Attitudes Informatique, SARL (hereinafter "The Seller"), and on the other hand, by any natural or legal person wishing to proceed with the purchase of the product sold on the website. website Attitudes Web or one of its mirror sites, hereinafter referred to as "the Customer", "the Product" and "the Site" respectively.

Company Name: IT Attitudes
Legal status: Sarl
SIRET number: 334 875 622 00071
Registration: 334 875 622 R.C.S. Paris
Address: 23 Rue du Texel
Postal code: 75014
City: Paris
Email: info@attitudes-web.com
Telephone: 01 42 12 52 75

The website <https://www.attitudes-web.fr/> is the property of Attitudes Informatique in its entirety, as well as all the rights related thereto. Any reproduction, in whole or in part, is systematically subject to the authorization of its owner. However, hypertext links to the aforementioned sites are allowed without specific requests.

Article 1: object

These terms of sale are intended to define the contractual relationship between the Seller and the Customer and the conditions applicable to any purchase made through the Site, whether the Customer is professional or individual.

The Seller reserves the right to modify the conditions of sale at any time. In this case, the applicable conditions will be those in force on the date of the order by the Customer.

Article 2: Force majeure

The obligations stipulated in these General Conditions of Sale will be suspended in the event of an event of force majeure as defined by the jurisprudence of the French courts. The respective obligations of the parties will first be suspended for the duration of its existence, except for the obligations stipulated in Article 14 and the Appendix.

The affected party shall keep the other party regularly informed electronically or by post of predictions of suppression or restoration of this case of force majeure.

If this suspension was to last more than 30 days, the contract may be terminated automatically on the initiative of either party by sending a letter sent by registered mail with acknowledgment of receipt. Seller and Customer will no longer be required to respect their obligations, with the exception of those resulting from Article 14 and the Annex, without any compensation for any reason whatsoever on either side.

Article 3: Product Features

The Product is the one chosen by the customer from the choices offered on the page at the time of the Customer's visit to the Site.

If the Customer considers that it lacks information on the nature and qualities of the Product, he may request a description that meets his expectations by formulating specific questions that he will send to the Seller by mail or electronically (see Information of contact). Seller agrees to respond within 72 hours.

The Customer must check before ordering that he has and can use the necessary tools for the enjoyment of the Product: ZIP file unpacking software (eg 7-Zip, available for free download on the site <http://www.spiroo.be/7zip/>), reader of PDF files (for example Adobe Reader, available free for download on the site <http://www.adobe.com/fr/>).

Article 4: Tariff

The prices listed on the sales page are in euros including tax.

Each order, whatever its origin, is payable in euros. The sale is unitary, and does not involve any recurring billing, except for a possible payment spread over several monthly installments, if the Customer has made this choice.

The Seller reserves the right to change the price at any time, it being understood however that the price listed on the sales page on the day of the order will be the only applicable to the Customer.

The customer located outside Metropolitan France is invited to inquire about the import duties or taxes that may be applicable in this case, and will be responsible for their declaration and payment.

Article 5: Terms of payment

Payment is due at the time of order.

Failure to pay may result, at the option of the seller, the suspension of the order.

In the case where the customer chooses to pay by credit card, the payment will be made via the secure site of the provider Stripe, reference provider in the world of commerce on the internet. Stripe uses the SSL (Secure Socket Layer) protocol so that the information transmitted is encrypted by software and no third party can read it during transport on the Internet.

After validation of the payment, the Customer's account will be debited immediately.

After validation of payment, a receipt is displayed on the customer's screen and the customer receives a confirmation of payment by email and its access links to the product (s) he has purchased.

Article 6: Geographical area

Payment by credit card is reserved for Customers whose country of residence is authorized by the provider Stripe.

Article 7: Order

The Customer acknowledges having verified the adequacy of the Product to his needs and having received from the Seller all the information he needed to subscribe to this commitment knowingly.

The Customer declares to be at least 18 years old and to have the legal capacity or to hold a parental authorization allowing him to place an order on the Site.

The Customer declares that the bank account associated with the payment card that he uses during the payment is his or that he has the legitimate authorization of his owner to use it.

The Customer who wishes to purchase the Product must:

- click on the order link located on the sales page, then fill out the order form with full and accurate contact details.
- validate your order after having checked it;
- make payment by credit card.

The payment of the order entails acceptance of these conditions of sale, the acknowledgment of having perfect knowledge of them and the renunciation to use its own conditions of purchase or other conditions.

The payment of the order is worth confirmation of order.

Article 8: Proof of the transaction

All data provided and the confirmation recorded on the payment site will be worth proof of the transaction.

Article 9: Delivery

The products are delivered electronically, and only by this way, unless prior agreement before ordering with the Seller.

Delivery consists of sending an email containing the confirmation of the order and the download link of the computer files constituting the content of the product (s). The Customer must click on this link to access the download area of the Product, then download the Product in order to enjoy it.

This email is sent to the Customer at the email address he mentioned when ordering on the seller's website. The Customer must therefore ensure that this email address is valid and functional and that his inbox is accessible. The download link is sent automatically.

In case of non-receipt of this email, the Customer must contact the Seller by post, email or telephone (see Contact Information) to agree on another way of routing the download link. In the event of a technical incident, the Seller undertakes to make every effort to deliver the Product manually and by email to the Customer in the shortest possible time, on pain of termination of the contract and reimbursement of the sums paid.

By placing an order, the Customer declares that he has first verified that his email address is valid and that his mailbox is accessible.

If the Customer is unable to use the email to receive the download link of the Product or if his email box is inaccessible, he must inform the Seller before order or within 72 hours after validation of payment, by postal or electronic mail (see Contact Information).

Article 10: Order Confirmation

The Seller will communicate by e-mail confirmation of the registered order in the form of an e-mail containing the download link of the Product (see Article 9). This e-mail is sent automatically by the e-commerce system used on the Site, to the email address provided by the customer.

Article 11: Refund

The Customer has a period of fourteen (14) days from the date of delivery to exercise his right to reimbursement.

Any refund request will be made electronically to the contact address.

In case of request, the Seller and / or its affiliates undertake to reimburse the Customer within ten working days from the date of receipt of said request, according to the terms and conditions previously agreed with the Client, without any conditions. other than the return of the physical products and the destruction of the digital files by the Customer.

The seller reserves the right to decide by which means he will refund the Customer who has made the request.

In the case of a refund made by Stripe, the seller can not guarantee the time limit for Stripe to credit the amount to the Customer's bank account. If the Customer so requests, the Seller agrees to provide by email a screenshot of his account Stripe indicating the reimbursement of the transaction, to prove its good faith.

The Customer who has made a refund request undertakes on his honor to stop using the Product and to destroy any digital copy in his possession on the day of the actual refund.

The Customer undertakes to return to the Seller any physical product received at his own expense.

Article 12- Commitments of the seller

The Seller undertakes to provide all the care and diligence necessary to provide a product and a service of quality in accordance with the practices of the profession and the state of the art, in particular in terms of communication with the customer.

The Seller undertakes to take all reasonable precautions to ensure the physical protection of the Customer's personal data and to ensure their confidentiality.

Article 13- Liability

Seller is only bound by an obligation of means. Liability can not be held liable for damage resulting from the use of the Internet such as loss of data, intrusion, virus, service interruption, or other unintended problems.

The Product complies with the French legislation in force and the standards applicable in France. The seller's liability can not be engaged in case of non-compliance with the legislation of the country where the Product is delivered. It is the Client's responsibility to check with the local authorities of his country of residence the possibilities of using the Product that he intends to order on the Site.

The Seller can not be held responsible for non-delivery of the Product if the Customer's email address provided on the payment website or by any other means is invalid or invalid,

or if the Customer's email inbox is inaccessible, or non-functional. In the event of non-receipt of the order confirmation mail containing the download link of the Product, the Customer must follow the instructions given in Article 9.

In addition, the customer acknowledges that the product is a welfare product and not a medical product and that in this case, it can not in any way replace or delay the consultation of a health professional.

The customer acknowledges that the product is not intended to replace all or part of a possible medical or medical treatment and that only a health professional is entitled to advise the client in the matter.

The seller does not accept any responsibility for any misuse of the product or decisions made by the customer regarding his health, diet, medical or medical treatment.

Article 13a: Results

The testimonials, case studies and examples cited in the product advertisement should not be interpreted as typical. Each person is different and the results can vary in time and intensity, from one individual to another.

Article 14- Intellectual property

All the elements of the Site, Product and its annexes included, are and remain the exclusive intellectual property of the seller.

Unless explicitly stated otherwise on the Site, no one is authorized to reproduce, exploit, repost, or use for any reason whatsoever, and by any means whatsoever, in whole or in part, the elements of the Site, that they are editorial, software, sound or visual.

The Customer undertakes to respect the license agreement located in the Annex.

Article 15- Personal data

The Seller undertakes that the collection and processing of personal information of the Customer, made on the Site, shall be made in accordance with Law No. 78-17 of 6 January 1978 relating to data, files and data freedoms, known as the "Informatique et Libertés" law.

The automated processing of personal data on the Site has been declared to the Commission Nationale Informatique et Libertés (CNIL) under number (in progress).

The recorded information will not be transferred without the prior consent of the Customer.

In accordance with Article 34 of the "Informatique et Libertés" law, the Seller guarantees the Customer the right to oppose, access, rectify and delete data concerning him.

The Customer may exercise this right by post or electronically (see Contact Information indicated in Article 0), giving his / her first name, last name and e-mail address.

Article 16 - Archiving and Proof

The Seller will archive the transaction data on a reliable and durable as a true copy in accordance with the provisions of Article 1348 of the Civil Code.

The seller's computerized records will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

The Customer may have access to archived data by electronic or postal request (see Contact Information in Article 0).

Article 17- Unspoken Clause

If any of the conditions hereof prove to be null, said clause would be deemed unwritten but would not result in the invalidity of the rest of the Terms and Conditions of Sale, which would therefore remain fully valid.

Article 18: Nullity

If any of the conditions hereof prove to be void, said clause would be deemed unwritten but would not entail the invalidity of the rest of the Terms and Conditions of Sale, which would therefore remain fully valid.

Appendix: User License Agreement

By indicating acceptance of these Terms and Conditions of Sale, the Customer signifies its consent under this License Agreement.

The terms of the General Conditions of Sale above also apply to this License Agreement which is only an appendix, and will not be repeated below.

If you disagree with these terms, you must not buy the Product.

Below, the "product" refers to the Product sold by Attitudes Informatique.

Article A1 - Permitted Uses and Amendments

The Seller grants the Customer a non-exclusive, non-transferable, revocable license to use the Product, and accompanying documentation in accordance with the terms set forth in this Agreement.

The Customer has the right to:

Download, view, use, reproduce the Product for personal or professional purposes only

Article A2 - Prohibitions

The Customer does not have the right to:

Distributing, selling, renting, sub-renting, giving, lending, providing a copy, or allowing the use of the Product, in its original or modified form, to anyone and to anyone in any form whatsoever or, without the Seller having given prior written permission;

Use the Product on a site that is contrary to French law.

All rights, titles, interests and all copyrights relating to the Product, and the documentation, and any copies made by the Customer remain the property of the Seller.

Any loan, rental, subletting, assignment or transfer of any copy of the Product or any of its components that has not been authorized in writing by the Seller will be considered void.

Article A3 - Termination

Failure to comply with the conditions set out in Articles A1 and A2 will result in the termination of the contract and its automatic and unilateral termination without notice. The Seller will inform the Customer who must immediately destroy all files downloaded from the Site and stop using the Product.

The Customer is entitled to terminate this Agreement at any time without notice by immediately destroying any downloaded files from the Site.

In all cases of termination, the Customer must immediately destroy all files downloaded from the Site and stop using them.

In case of cancellation of the contract by the Customer, after the guarantee period of 270 days, no refund will be made.

DATA PRIVACY POLICY

PREAMBLE

Attitudes Informatique through its leader, is committed that the collection and the treatment of your data are carried out in a lawful, loyal and transparent way, in accordance with the general regulation on the protection of the data (RGPD) and with the Computer law and Freedoms 1978 amended.

The collection of the personal data of its prospects and customers is limited to what is strictly necessary, in accordance with the data minimization principle, and indicates the purposes for which the data are collected, provided that the data is optional or mandatory. to manage the requests and who will be able to take note of them.

ARTICLE 1 DEFINITIONS

The Editor: The person, physical or moral, who publishes the services of communication to the public online, that is to say: Attitudes Informatique

The company: Attitudes Informatique, a sole proprietorship, registered with the Trade and Companies Register under the number 334 875 622, whose head office is located at 23 rue du Texel, 75014 Paris France, represented by its legal representative in the said headquarters .

Contact address: 23 rue du Texel, 75014 Paris France

Email: ldl@13bis.com

The Site: The entire site, web pages and online service offered by the Publisher, which operates the site accessible from the following URL (s):

Website address: <https://www.attitudes-web.fr/>

The User: The person using the Site and the services.

ARTICLE 2 NATURE OF DATA COLLECTED

In the context of the use of the Site, to provide an online sales service, the Publisher may collect the following categories of data concerning its Users:

Data of civil status, identity, identification (name, surname, mail, address ...)

The Publisher undertakes to keep in writing a register of all the categories of processing activities carried out as data controller for the abovementioned data.

ARTICLE 3 INFORMATION AND RIGHTS OF USERS

Hereby, the Publisher clearly informs you about the processing of personal data that it implements in the course of its activity, how the data is collected, used and protected.

How your personal data is used

Attitudes Informatique collects information about you in order to provide you with services, fulfill its obligations and improve its products and services. We do not sell, rent, or disclose personally identifiable information to third parties other than in accordance with this Privacy Policy. Attitudes Informatique can use this information:

Process your financial transactions.

You send order / renewal confirmations.

Register your rights, if any, for technical assistance or other benefits offered to registered users.

Respond to requests, questions and concerns sent to customer service.

Manage your account.

Send the information you requested about a service or product.

Keep you informed of special offers and services of IT Attitudes and selected third parties.

Manage promotions and raffles in which you participate and inform you of the results.

Investigate, prevent or take action against any illegal activity or violation of our Terms of Service.

Meet our needs for research and development of products or services and improve our Site, our services and our offers.

Customize your experience, including the services and offers we offer.

Any User has the right to ask the controller, that is to say the Editor:

Access to the personal data provided;

Rectification or erasure thereof;

A limitation of the treatment relating to his person;

To oppose the treatment;

The portability of data;

To file a complaint with the CNIL.

ARTICLE 4 SUBCONTRACTING

The Publisher undertakes to ensure that any subcontractor has sufficient contractual guarantees as to the implementation of appropriate technical and organizational measures, so that the processing meets the requirements of the European Data Protection Regulation. The Publisher may use one or more subcontractors to conduct specific processing activities that will be subject to the terms and conditions of this Policy. Any subcontractor will not be allowed to call a subcontractor without the prior written consent of the Publisher.

List of subcontractors:

OVH: website hosting

Paypal company: Online payment system

Stripe Company: Online Payment System

Facebook Company: Social Network Platform

ARTICLE 5 COMMUNICATION OF PERSONAL DATA TO THIRD PARTIES

Communication to authorities on the basis of legal obligations

On the basis of legal obligations, your personal data may be disclosed pursuant to a law, regulation or by a decision of a competent regulatory or judicial authority.

In general, we are committed to complying with all legal rules that may prevent, limit or regulate the dissemination of information or data and in particular to comply with Law No. 78-17 of 6 January 1978 relating to data, files and freedoms and the General Regulation on Data Protection (RGPD) of the European Union.

Communication to third parties based on account settings

Your personal data is strictly confidential and can not be disclosed to third parties, except in case of express agreement obtained through the parameters of your account.

Third party communication for commercial solicitation for equivalent products and services

If you have made a purchase on our Site, we may, with our partners and on an occasional basis, keep you informed of our new products, news and special offers, by email, by post and by telephone regarding similar products or services. products or services that were the subject of your order.

Third-party communication in an aggregated and anonymous form

Your personal data may be used to enrich our databases. They may be transmitted to third parties after being anonymized and exclusively for statistical purposes.

Commitment on the applicability of the privacy policy

In case of communication of your personal data to a third party, the Publisher will ensure that the latter is required to apply the same confidentiality conditions as the Site.

ARTICLE 6 PRIOR INFORMATION FOR THE COMMUNICATION OF PERSONAL DATA TO THIRD PARTIES IN CASE OF MERGER / ABSORPTION

Prior information and possibility of opt-out before and after the merger / acquisition

In the event that we take part in a merger, acquisition or any other form of asset transfer, we undertake to guarantee the confidentiality of your personal data and inform you before they are transferred. or subject to new rules of confidentiality.

ARTICLE 7 AGGREGATION OF DATA

Aggregation with non-personal data

We may publish, disclose and use aggregated information (information about all of our Users or specific groups or categories of Users that we combine so that an individual User can no longer be identified or mentioned) and information non-personal for market and market analysis, demographic profiling, promotional and advertising purposes and other commercial purposes.

Aggregation with personal data available on the user's social accounts

If you connect to an account of another service for cross-mailing, that service may provide us with your profile information, login information, and any other information you have

authorized for disclosure. We may aggregate information about all our other Users, groups, accounts, personal data available on the User.

ARTICLE 8 COLLECTION OF IDENTITY DATA

Registration and prior identification for the provision of the service
Use of the Site requires registration and prior identification. Your personal data (surname, first name, postal address, e-mail) are used to fulfill our legal obligations resulting from the delivery of products and / or services as provided in the order.
You will not provide false nominative information and will not create an account for another person without his authorization. Your details should always be accurate and up to date.

ARTICLE 9 COOKIES

Shelf life of cookies
In accordance with the recommendations of the CNIL, the maximum duration of storage of cookies is 13 months maximum after their first deposit in the User's terminal, just like the duration of the validity of the User's consent to the use of cookies. these cookies. The lifetime of cookies is not extended at each visit. The User's consent must therefore be renewed at the end of this period.

Purpose cookies
Cookies may be used for statistical purposes, in particular to optimize the services rendered to the User, from the processing of information concerning the frequency of access, the personalization of the pages as well as the operations carried out and the information consulted.

You are informed that the Publisher may place cookies on your device. The cookie records information about the navigation on the service (the pages you have visited, the date and time of the consultation ...) that we can read during your subsequent visits.

User's right to refuse cookies, deactivation resulting in degraded operation of the service
You acknowledge that you have been informed that the Publisher may use cookies and authorize it. If you do not want cookies to be used on your device, most browsers allow you to disable cookies through the settings options. However, you are aware that some services may not work properly.

Possible association of cookies with personal data to enable the operation of the service
The Publisher may collect browsing information through the use of cookies.

ARTICLE 10 CONSERVATION OF TECHNICAL DATA

Shelf life of technical data
The technical data are kept for the period strictly necessary for the accomplishment of the purposes mentioned above.

ARTICLE 11 STATUS OF RETENTION OF PERSONAL DATA

Data retention during the duration of the contractual relationship

In accordance with Article 6-5 ° of Law No. 78-17 of 6 January 1978 relating to data, files and freedoms, the personal data being processed are not kept beyond the time required to fulfill the obligations defined at the conclusion of the contract or the predefined duration of the contractual relationship.

Retention of anonymous data beyond the contractual relationship / after deletion of the account

We retain personal data for the period of time strictly necessary to fulfill the purposes described in this Policy. Beyond this period, they will be anonymized and kept for exclusively statistical purposes and will not give rise to any exploitation of any kind whatsoever.

Deleting data after deleting the account

Data purging means are set up in order to provide for their effective deletion as long as the storage or archiving period necessary for the fulfillment of the determined or imposed purposes is reached. In accordance with the law n ° 78-17 of January 6th, 1978 relative to the data processing, the files and the liberties, you also have a right of suppression on your data which you can exercise at any time while making contact with the 'Editor.

Deletion of data after 3 years of inactivity

For security reasons, if you have not authenticated yourself on the Site or have not behaved actively (click on a link) for a period of three years, you will receive an e-mail inviting you to log in as soon as possible, otherwise your data will be deleted from our databases.

ARTICLE 12 DELETION OF ACCOUNT

Deleting the account on demand

The User has the possibility to delete his Account at any time, by simple request to the Publisher by email at the address: jm.virmontois@gmail.com or by the account deletion menu present in the Account settings on optionally.

In any case of deletion of the account, the Customer must immediately destroy all files downloaded from the Site and stop using them.

Deletion of the account in case of violation of the Privacy Policy

In the event of a breach of one or more provisions herein or of any other document incorporated herein by reference, the Publisher reserves the right to terminate or restrict without prior notice and in its sole discretion, your use and access services, your account and all Sites.

ARTICLE 13 INDICATIONS IN CASE OF SECURITY FAILURE DECEATED BY THE EDITOR

User information in case of security breach

We are committed to implementing all appropriate technical and organizational measures by means of physical and logistical security measures to ensure a level of security adapted to the risks of accidental, unauthorized or illegal access, disclosure, alteration, loss or destruction of your personal data.

In the event that we become aware of illegal access to your personal data stored on our servers or those of our service providers, or unauthorized access resulting in the realization of the risks identified above, we commit ourselves at :

Notify you of the incident as soon as possible if it meets a legal requirement;

Examine the causes of the incident;

Take the necessary measures within the limits of reasonable in order to lessen the negative effects and prejudices that may result from this incident

Limitation of liability

In any case, the commitments defined in the above point relating to the notification in the event of a security breach can not be assimilated to any acknowledgment of fault or responsibility for the occurrence of the incident in question.

ARTICLE 14 TRANSFER OF PERSONAL DATA ABROAD

Transfer of data to countries with equivalent level of protection

The Publisher undertakes to respect the applicable regulations relating to the transfer of data to foreign countries and in particular as follows:

The Publisher transfers the personal data of its Users to countries recognized as offering an equivalent level of protection.

The Publisher transfers the personal data of its Users outside the countries recognized by the CNIL as having a sufficient level of protection: The Publisher has obtained an authorization from the CNIL to proceed with this transfer.

For a list of these countries: CNIL - Data protection in the world

ARTICLE 15 AMENDMENT OF PRIVACY POLICY

In the event of a modification of these, the Publisher undertakes not to lower the level of confidentiality in a substantial way without the prior information of the persons concerned.

ARTICLE 16 PORTABILITY OF DATA

The Publisher undertakes to offer you the possibility to have you return all the data about you on request. The user is thus guaranteed a better control of his data, and keeps the possibility of reusing them. These data should be provided in an open and easily reusable format, directly into the hands of another controller when desired and technically feasible.

ARTICLE 17 APPLICABLE LAW AND LANGUAGE

This Privacy Policy is governed by French law. They are written in French. In the event that they are translated into one or more languages, only the French text will prevail in the event of a dispute. The invalidity of a clause does not invalidate the Privacy Policy. The temporary or permanent non-application of one or more of these clauses by the Publisher may not constitute a waiver by the Publisher of the other clauses of this Agreement which continue to have effect.

ARTICLE 18 DISPUTES AND JURISDICTION

Any dispute to which the confidentiality policy could give rise, in particular concerning its validity, its interpretation and its execution, their consequences and their consequences will be submitted to the competent courts in the spring of the city of Paris

Attitudes Informatique takes the privacy of its users very seriously. If you believe that Attitudes Informatique has not respected this Privacy Policy concerning your Personal Data, you can contact the Data Protection Officer at Attitudes Informatique, 23 rue du Texel 75014 Paris. In your letter, explain as precisely as possible the reasons why you believe that the Attitudes Informatique Privacy Policy has not been respected. We will review your claim promptly.

If you have any questions about this Privacy Policy, the practices of this site or your transactions with this website, you can contact by email our data protection officer at the following address: info@attitudes-web.com

Or by mail:

IT Attitudes
Attention: Data Manager
23rue of Texel
75014 Paris
<https://www.attitudes-web.fr/>

© 2018 Attitudes Informatique, Inc. All rights reserved. Made in Paris.