



General Conditions

The present Terms of Use (hereinafter also the "General Conditions") are intended to regulate the relationship between AccessiWay France, a simplified joint-stock company with a share capital of €36.988,00, having its registered office at 7 Rue du Général Henrion Bertier 92200 Neuilly-sur-Seine, and registered with the Nanterre RCS under number 914 022 595, and the Client identified in the Order Form.

Clients who receive the Services (as defined below) confirm that they have read this document and accept these General Conditions, including the terms of the privacy policy <https://www.accessiway.fr/politique-confidentialite>.

All communications made under the Contract must be in writing, either by registered letter with acknowledgment of receipt, with confirmation of receipt, or by certified email to bonjour@accessiway.com.

The Contract is concluded for the benefit of the Parties and binds the Parties themselves, as well as their universal and particular successors.

This Contract constitutes the entire agreement between the Parties regarding the subject matter herein and replaces all previous agreements and commitments, whether written or oral, between the Parties concerning the subject of this Contract.

Failure or delay by a Party in exercising a right or remedy under this Contract or the law shall not be interpreted as a waiver of that right or remedy, nor as a waiver of any other right or remedy. The partial exercise of a right or remedy provided by this Contract or by law does not prevent the subsequent exercise of this right or remedy or any other right or remedy.

The invalidity or unenforceability of any provision of this Contract does not affect the validity or enforceability of any other provision of this Contract, which remains in effect to the extent legally possible.

The services provided under this Contract are designed for and intended for professional use and are therefore exclusively addressed to professionals, meaning any natural or legal person acting for purposes falling within the scope of their commercial activity, including when acting on behalf of or for another professional.

In case of contradiction, the provisions of the Order Form(s) prevail over the General Conditions. In case of contradiction between different Order Forms, the provisions of the most recent document prevail over older ones.

Each Party, in the performance of its obligations and duties under this Contract, shall be considered an independent contractor and not under the control and supervision of the other

Party, and nothing in this Contract shall be interpreted as creating an agency, partnership, or joint venture between the Parties.

Consequently, the Client guarantees that they are contracting under the Contract as a professional.

The Client also guarantees that the signatory of the Order Form has the authority or qualification required to bind the Client under the Contract.

Prior to any subscription to the services, the Client has obtained all necessary information and advice to determine their needs.

1. DEFINITIONS

For the purposes of these General Conditions and all accompanying terms of use, and unless explicitly stated otherwise, the following terms shall have the following meanings:

- **"Company" or "Accessiway"**: refers to AccessiWay France, a simplified joint-stock company with a share capital of €36.988,00, located at 7 Rue du Général Henrion Bertier 92200 Neuilly-sur-Seine, and registered with the Nanterre RCS under number 914 022 595.
- **"Client"**: any person signing a Order Form and using the services or subscribing to a license from the Company.
- **"Contract"**: collectively refers to the Order Form(s), these General Conditions, as well as all terms of use of the accompanying software or services Technical Annexes associated with the software or services.
- **"Accessibility products provider"**: AccessiWay Srl (VAT No. 12419990010), a company incorporated under Italian law with registered office at Via Ettore Perrone 5, 10122 Turin (TO), which distributes the software referred to in these General Terms and the accompanying Terms of Use to AccessiWay, and acts as the data controller for the processing activities carried out in connection with the use of the accessWidget Software.
- **"Accessibility Services"**: all services designated as such within these General Conditions and provided by the Company to support the Client in adapting to regulatory accessibility requirements.
- **"Order Form"**: a document containing the description of the license plan(s) and/or Accessibility Services purchased by the Client.
- **"accessWidget License"**: a SaaS (Software as a Service) license for one domain or subdomain of the Client's website, issued by the Company.
- **"Price"**: refers to the cost of the services requested by the Client in the Order Form.
- **"Standard"**: refers to the AA level benchmark criteria of WCAG 2.1.
- **"Website"**: refers to the AccessiWay website at <https://www.accessiway.fr>.

2. LIMITATION OF LIABILITY



Subject to mandatory legal provisions, AccessiWay's total liability to the Client for any damage suffered in connection with the performance of the Agreement is expressly limited to an amount not exceeding the total Price owed by the Client under the Subscription Agreement.

AccessiWay shall under no circumstances be held liable for indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profit, revenue, data, contracts, or business opportunities, suffered by the Client or any third party, even if AccessiWay has been informed of the possibility of such damages.

AccessiWay shall not be held liable for any delay or failure to perform the Agreement resulting from a force majeure event, as defined in Article 1218 of the French Civil Code, or from any other event reasonably beyond its control.

3. AUTHORIZATION TO USE THE BRAND

The use of the Client's trademark and logo by AccessiWay as well as by the companies of the team.blue N.V. group as a commercial reference and for promotional purposes through the communication channels of AccessiWay and the companies of the team.blue N.V. group shall only be permitted with the Client's prior express written consent, which must be granted separately from the acceptance of these General Terms and Conditions.

4. TRANSFER OF OBLIGATIONS UNDER THE CONTRACT

The Company reserves the right to transfer its rights and obligations under these General Conditions to third parties, provided that the Client's rights are not negatively affected.

The Client acknowledges that they may not transfer the Contract or any of the rights or obligations contained therein to third parties without the prior written consent of AccessiWay.

5. GENERAL OBLIGATIONS

The Parties agree to perform their respective obligations in good faith.

The Client agrees to fully cooperate with AccessiWay in the performance of these obligations and to comply with all instructions or documentation provided by AccessiWay.

6. CONFIDENTIALITY AND PROMOTION

Each Party is required, even during the term of the relationship, to maintain the confidentiality of confidential and private information received, applying security measures and a degree of care equal to that applied to its own confidential information, ensuring adequate protection against unauthorized disclosure, reproduction, or use.

As a result, neither Party shall disclose and/or communicate confidential and private information of the other Party. The Parties agree to apply maximum confidentiality and security when processing any data, information, documents, procedures, or any other confidential or private information related to the other Party's activities, whether directly or indirectly.

This obligation does not apply to information:

- Already known by the receiving Party.
- Publicly available at the time of disclosure or that becomes public without violation of this clause.
- Lawfully received from a third party.
- Required to be disclosed by judicial authorities, in compliance with laws and regulations, or to assert the rights of a Party in the context of the contractual relationship between the Parties.

Confidential information may be disclosed to employees, collaborators, interns, agents, and respective contractors of the Parties, provided they are subject to the same confidentiality obligation.

The Client authorizes AccessiWay to use content and information from the Consulting Services (such as images, texts, screenshots, or others) in its promotional materials, including on its website, brochures, and portfolio.

7. PAYMENT

The Price applicable to the Client is that stipulated in the Order Form. AccessiWay is free to offer promotional discounts or price reductions, which will be expressly indicated in the Order Form.

Invoices are issued as soon as the Client accepts the Order Form and must be paid within 30 days from the date of issue, unless otherwise specified on the invoice.

In case of non-payment or late payment, AccessiWay reserves the right to:

- Declare the forfeiture of the payment term for all amounts due by the Client and demand immediate payment of all outstanding amounts.
- Suspend current services until full payment of the amounts due.

- Apply late payment interest equal to three times the legal interest rate, calculated on the overdue amount, plus a lump-sum recovery fee of €40, without prejudice to the possibility of claiming higher actual recovery costs.

Excluded Costs:

- Travel expenses (meals, accommodation, transport, etc.), if expressly requested by the Client, will be estimated in advance and billed on a real-cost basis.
- Additional services not explicitly included in the Order Form but selected and purchased separately by the Client.
- Costs related to equipment and supplies, accommodation, on-site activities, or services provided outside AccessiWay's premises, and any costs not explicitly mentioned in the Order Form.

8. MODIFICATION OF THESE GENERAL CONDITIONS AND TERMS OF USE

The Company reserves the right to unilaterally update and/or modify these General Conditions and accompanying terms of use, including the privacy policy.

Updates and modifications shall take effect immediately, and notices will be displayed on the website www.accessiway.com and/or sent to the Client's email addresses.

If the modifications result in an unreasonable increase in the price paid by the Client, the Client may reject these changes by sending a registered letter with acknowledgment of receipt within 30 days of the notification of the new terms. This rejection will result in the automatic termination of the Contract within a maximum of 30 days from receipt of the rejection letter by AccessiWay. The previous conditions will continue to apply until the end of the Contract.

9. DURATION

These General Conditions bind the Parties for the duration specified in the Order Form and/or the terms of use accompanying these General Conditions.

The end of the Contract will result in the loss of access to the services provided under this Contract.

Where the provision of the Services is supplied to the Client by way of a Subscription, such Subscription shall commence on the date of the Client's acceptance of the Order Form and shall continue for the term set out in the Order Form. The Subscription shall automatically renew for successive periods equal to the initial term, from date to date, unless either Party gives notice of termination at least sixty (60) days prior to the Subscription's expiry date.

Such notice must be given at least sixty (60) days before the end of the then-current contractual period by submitting the cancellation form available at the following [link](#) and sending it to bonjour@accessiway.com.

10. SANCTIONS FOR BREACH OF OBLIGATIONS

The following are considered essential obligations of the Client:

- Payment of the price.
- Providing complete and accurate information to AccessiWay.
- Not using the services on behalf of a third party.
- Avoiding any illegal, fraudulent, or harmful activities.

In the event of a breach of any essential obligation, AccessiWay may:

- Suspend or terminate the Client's access to the services provided under this Contract.
- Notify the appropriate authorities and cooperate with them.
- Pursue legal action to claim damages or enforce remedies.

If the Client fails to fulfill a non-essential obligation, AccessiWay will notify the Client to remedy the breach within 15 calendar days. If the Client does not remedy the breach within this time, AccessiWay may terminate the services provided under this Contract.

11. DATA PROTECTION

Each Party collects personal data in the execution of the Contract, such as data necessary for billing, correspondence, and customer relationship management. Personal data is processed in accordance with applicable data protection laws.

Data subjects have the right to access, rectify, delete, and object to the use of their personal data, as well as to request the portability of their data.

12. NON-SOLICITATION

The Client agrees not to solicit or recruit AccessiWay employees or stable collaborators for a period of 24 months after the end of the Contract.

A penalty equal to 100% of the employee's annual gross salary will be applied for violations of this clause.

13. GOVERNING LAW AND JURISDICTION

The present Contract is exclusively governed by French law.

In the event of a dispute, and if no amicable agreement is reached within 2 months, the dispute will be submitted to the exclusive jurisdiction of the courts of Paris, France, unless otherwise provided by applicable mandatory provisions.