



attestation légale
ONCE FOR ALL

GENERAL TERMS AND CONDITIONS OF SALE

APPLICATION DATE : MAY, 2022



Preamble

The « OnceForAll » Platform (hereafter the PLATFORM) is a SaaS platform designed to allow file sharing between legal entities.

The Platform ensure the creation and administration of an administrative file, certified and updated by OFA's teams, in order to enable its dissemination and connexion with other legal entities.

The Platform is marketed in France by the company OFA, S.A.S. with a capital of 713 458€, registered with the Lyon Trade and Companies Register under the number 527 737 738, whose head office is located at 20 boulevard Eugène Deruelle, CS 63753 69003 Lyon Cedex 03.

Article 1: General provisions

1.1 Purpose

The use of all the Platform's functionalities is governed by the terms of a contract under French law (hereinafter «Offer») concluded between OFA and its customers (hereinafter «Subscribers»). The purpose of these General Terms and Conditions of Sale (hereinafter «the Conditions») is to define and specify the terms of the contract.

1.2 Acceptance

Subscription to an Offer implies the Subscriber's full and unreserved acceptance of these Conditions.

Any person subscribing to an Offer on behalf of a legal entity, acknowledges and certifies that he or she has the power to bind this entity to these Conditions, in which case the use of the term «Subscriber» shall refer to this legal entity. The Subscriber acknowledges that any use of the Platform by one of its employees constitutes full and complete acceptance of these Conditions.

The Subscriber acknowledges that in the case of an assisted Subscription, as described in Article 3.2, OFA will connect to the Platform and proceed to create his or her User account on his or her behalf.

1.3 Amendment of the Conditions

Unless otherwise specified in writing by OFA, the contract between any Subscriber and OFA includes at least the present Conditions, the Terms of Service and the Privacy Policy. No special conditions or general terms and conditions of purchase may take precedence over or supplement these Conditions unless expressly accepted in writing by OFA.

The Parties may agree to specific provisions by signing Specific Terms and Conditions.

Given the innovative nature of the Service covered by these Conditions, OFA reserves the right to amend them at any time, in particular due to changes in the legal context, technical or subsequent developments, gaps in the current wording of the Conditions, changes in market conditions or for any other equivalent reason, and in compliance with the rights of Users. The User will be notified of any changes of the Conditions by e-mail before they come into force. The use of the Platform following the modifications shall entail tacit recognition of the proposed amendments. If the User objects to these modifications, he will be unable to use the Platform.

Article 2: Overview of the Offers

OFA proposes different offers to access the Platform. The offers proposed by OFA are adapted to the needs expressed by the Subscriber at the time of its subscription or renewal of its contract.

The description of the offers available is proposed on the company's website at the following address: <https://www.attestationlegale.fr/>.

The Subscriber who wants to derogate from these conditions may be proposed to conclude Specific Conditions.

Article 3: Available services on the Platform

OFA makes available to the Subscriber and its Users a sharing space, by the means of a SaaS platform, allowing the management and exchange of documents.

The range of the services provided by OFA within the framework of a Subscription depends on the offer selected.

3.1 Description of the services

OFA offers the Subscriber and its users the following services: documents gathering, User identification, receipt and scanning of documents, online document sharing, management of sharing and confidentiality areas, display of validity alerts, archiving of documents uploaded on the Platform, maintenance of the Platform (preventive, corrective, adaptive and upgradeable).

3.2 OFA's responsibility

3.2.1 General Provisions

In the performance of the Services, OFA is only bound by a general obligation of means.

OFA shall only be liable for damages resulting from a breach of an essential contractual obligation (so-called cardinal obligations as defined by case law). Essential contractual obligations are those whose fulfilment is essential to the proper performance of these conditions and on whose fulfilment the contractual partner regularly relies and can rely.

OFA shall implement secure technical means to ensure the availability of data on the Platform, the traceability of connections made to the site and the identification of Users, as well as the quality control of documents uploaded by Users, functionalities related to the management of sharing and confidentiality areas and alerts.

Nothing in this agreement is intended to exclude or limit the liability of any party for death or personal injury, fraud, fraudulent misrepresentation or any liability which cannot be excluded or limited by law.

3.2.2 Liability for uploaded documents

The data and content, in particular documents, submitted by the Users of the Platform are exclusively created by them or requested and obtained by the Users or OFA from third parties and represent third party content for OFA. The submitting users are solely responsible for ensuring that the data and contents sent to the Provider are complete, accurate and valid.

OFA does not assume any guarantee or responsibility for the content or accuracy of the content and data published on the platform or the projects created on it by Users. Nevertheless, the Provider is responsible for the flawless execution of the formal examination in accordance with Article 5 of the Terms of service.

Article 4: Conclusion of the Subscription between OFA and the Subscriber

The Subscriber is free to choose the Subscription offer that corresponds to match its needs, within the limits of the criteria of its activity.

Certain offers may thus be refused to Subscribers who do not meet the conditions of eligibility for benefit set by OFA.

The conditions to subscribe are as follows:

4.1. Online Subscription

The Subscriber can subscribe to a plan to get access at the OnceForAll Platform by following the following procedure:

1) Connect to the Platform : <https://platform.onceforall.com/> ;

2) Creating a user account:

- Fill in the online form proposed to the User for its first visit on the Platform. Fill in the required fields (surname, first name, telephone number, e-mail address and password configuration);
- Validate the Terms of Service;
- Create its organization;

3) Consult the Subscription offer proposed by OFA in order to verify if it suits, or not, its needs and expectations;

4) Select its Subscription among the offers. This offer will be sent to the future Subscriber at the e-mail address provided in step 2;

5) Validate the Subscription offer proposed by OFA, accept these Conditions, and proceed to the payment.

Once the Subscriber has validated the Subscription, OFA will send the Subscriber an e-mail confirming the creation of its account to the e-mail address provided by the Subscriber.

Subscribing to a plan online is subject to compliance with each of the steps described above. The Subscriber's account will therefore only be activated once full payment of the price corresponding to the Subscription offer chosen has been made.

4.2 Assisted Subscription

The Subscriber may subscribe a plan by telephone, with the assistance of a member of the OFA Team, by following the following procedure:

1) Exchange by telephone with a member of the OFA team either by:

- contacting the OFA teams directly by telephone on the following number (+33)4 72 38 32 58,
- by requesting a telephone appointment with the OFA services via e-mail at the following address: service.clients@attestationlegale.fr,
- by responding favourably to the telephone solicitations made by OFA,

2) Follow the indications provided by OFA on the telephone and provide the necessary information to create an Organization. Validate the Subscription proposal made by telephone ;

A member of the OFA teams will connect to the Platform to carry out the Subscription steps in the name and on behalf of the Subscriber. Once the Organization has been created, the Subscriber will receive an e-mail inviting it to set up a User account to join the Organization.

3) Consult the Subscription offer proposed by OFA. This offer will be sent to the future Subscriber at the e-mail address provided in the previous step;

4) Validate the Subscription offer made by OFA, accept these Conditions and proceed to the payment;

5) Create a user account:

- Provide the necessary information for the creation of the user account (first name, last name, telephone number and password configuration) ;
- Validate the Terms of Service.

Once the Subscriber has validated the Subscription, OFA will send the Subscriber an e-mail confirming the creation of its account, to the e-mail address provided by the Subscriber.

Subscribing to a plan online is subject to compliance with each of the steps described above. The Subscriber's account will therefore only be activated once full payment of the price corresponding to the Subscription offer chosen has been made.

4.3 Subscription to "Once Foreign"

The Subscriber, a legal entity under foreign law, who wishes to subscribe to a plan with OFA must follow the following subscription process, taking into account the requirements arising from its foreignness:

1) Exchange by telephone with a member of the OFA teams:

- contacting the OFA teams directly by telephone on the following number (+33)4 72 38 32 58 (cost of a local call),
- by requesting a telephone appointment with the OFA services via e-mail at the following address: service.clients@attestationlegale.fr,
- by responding favourably to the telephone solicitations made by OFA;

2) Follow the indications provided by OFA on the telephone and provide the necessary information to create an Organization (intra-community VAT number, company name and postal address) as well as information allowing the identification of the future user (surname, first name, telephone number and e-mail address) ;

Upon completion, a member of the OFA teams will connect to the website hosting the Platform in order to carry out the subscription steps in the name and on behalf of the Subscriber.
At the end of the creation of the Organization, the Subscriber will receive a confirmation e-mail inviting it to set up a User account to join this Organization.

The subscription to "Once Foreign" is subject to compliance with each of the steps described above. The Subscriber's account will therefore only be activated once full payment of the price corresponding to the chosen Subscription offer has been made.

Article 5: Duration and Termination

5.1 Duration

The Subscription is concluded between the Subscriber and OFA for a fixed term of one (1) year, unless otherwise stipulated in the subscription offer made by OFA.

At the end of this period, the Subscription is tacitly renewed for a period of one (1) year.

If the new Subscription period is not paid on the due date, OFA reserves the right to close the Subscriber's accesses and to inform the Subscriber's relations on the Platform of the end of the updating of the Subscriber's administrative file on the Platform.

5.2 «Satisfied or Refunded» Offer

The Subscriber may activate, free of charge, the «Satisfied or Refunded» option proposed by OFA. In order to benefit from this option, the Subscriber must have subscribed to this option within six (6) months of his first subscription.

The «Satisfied or Refunded» Offer allows the unsatisfied Subscriber, at the end of the initial term of the Subscription, to send OFA, by e-mail, a request for a refund of the annual price of the Subscription. The Subscriber is required to provide a bank statement with its request.

To benefit from this offer, the Subscriber must meet two conditions:

- Have actively used the services of the Platform (the number of connections and the use of the Platform are criteria for measuring «active use of the Platform»);
- Have invited a minimum of five (5) of its customers to consult its administrative file on the Platform.

The «Satisfied or Refunded» Offer is only available once and for a first Subscription. This option is not available when the Subscriber is under the "Once Foreign" Offer.

5.3 Termination

5.3.1 General Provisions

The Subscriber will be able to terminate his Subscription, subject to giving one (1) months' notice before the renewal date of the Subscription, by sending a registered letter with acknowledgement of receipt.

In addition, in the event of failure by one of the parties to comply with the essential obligations imposed on it by the present Terms and Conditions, the Subscription may be terminated within fifteen (15) days from receipt of a registered letter giving formal notice to comply with its obligations and remaining unsuccessful.

5.3.2 Termination in case of losing a call-tender

A Subscriber is entitled to request early termination of his Subscription within sixty (60) days of its subscription, in the event that he can demonstrate that he had subscribed to this Subscription to get a contract and that this contract was not finally awarded to him.

In order to obtain cancellation and reimbursement, the Subscriber must be able to demonstrate by admissible evidence that he is not the holder of the contract in question. To do this, the Subscriber may in particular produce notification from a dematerialisation platform for the award of contracts or a confirmation, for example by e-mail, from the principal.

This cancellation entitles the Subscriber to a refund of the Subscription taken out.

Article 6: Subscription Payment

The Subscriber acknowledges and accepts that any transaction related to the use of the Platform's services is concluded with the company OFA, S.A.S with a capital of 713 458€, registered with the Lyon Trade and Companies Register under number 527 737 738, whose registered office is located at 20 boulevard Eugène Deruelle, CS 63753 69003 Lyon Cedex 03.

The VAT number of OFA is FR 81 527 737 738.

6.1 Terms of payment

By taking out a Subscription with OFA, the Subscriber agrees to pay the agreed price, at the agreed due date, in accordance with the terms of the offer taken out, as indicated in the confirmation e-mail, using the payment methods offered by OFA.

The Subscription comes into force on the day of its Subscription. Activation of the Subscription is subject to payment of the amount indicated in the subscription offer accepted by the Subscriber. If this payment is not received, the Subscriber will not be able to access the Platform under the terms of the Subscription.

The Subscriber must have a valid method of payment accepted by OFA in order to use the services provided in the chosen offer.

The prices are not subject to negotiation by the Subscriber. If the Subscriber has opted for payment by credit card or direct debit mandate, the Subscriber acknowledges and agrees that OFA will debit by the payment method registered on the first day of each billing period for the applicable Subscription.

Should OFA be unable to charge the Subscriber for the following period, the Subscriber acknowledges that OFA may suspend the Subscriber's user access. In order to prevent this situation, OFA agrees to inform the Subscriber in advance so that the Subscriber may update its method of payment.

6.2 Subscription Price

The prices indicated on the subscription offer transmitted by OFA are valid for use of the Subscription as described in the offer.

The prices of the offers proposed by OFA are subject to change. Such modifications shall only come into effect after the expiry of a reasonable delay and after the Subscriber has been notified. This notification will specify the upcoming changes, the reasons that led to these changes and the implications on the service offer initially subscribed to by the Subscriber.

6.3 Subscription of Options

The Subscriber has the possibility throughout its Subscription to add options within the limits of the Offer initially subscribed to.

6.4 Change of Offer

6.4.1 Change of Offer during the Subscription period

The Subscriber who wishes to change the Offer during the Subscription period must contact the OFA teams:

- either by contacting OFA directly by telephone on the following number (+33)4 72 38 32 58,

- or by requesting a telephone appointment with OFA via e-mail at the following address service. clients@attestationlegale.fr,

The Subscriber must specify to OFA the Subscription Offer to which he wishes to subscribe. The Subscriber must accept the Subscription Offer proposed by the OFA teams.

OFA will offer the Subscriber a new Subscription for a period of one (1) year, starting from the date of subscription. The Subscriber must proceed to payment to get its access to the new Subscription activated.

6.4.2 Change of Offer at the end of the Subscription period

The Subscriber who wishes to change its Offer at the end of his Subscription must contact the OFA:

- either by contacting OFA directly by telephone on the following number (+33)4 72 38 32 58,
- or by requesting a telephone appointment with OFA via e-mail at the following address service. clients@attestationlegale.fr,

The Subscriber must indicate to OFA the Subscription offer to which he wishes to subscribe.

The Subscriber must accept the Subscription Offer made by the OFA.

The Subscription becomes effective on the day of its subscription by the Subscriber to OFA. The Subscription remains subject to payment of the price as indicated in the subscription offer accepted by the Subscriber.

The Subscriber may also be offered a new offer if the offer initially subscribed to is no longer available by the time of its renewal. In this case, OFA undertakes to propose, thirty (30) days before the renewal date, a new offer that meets the Subscriber's needs. The latter will have the opportunity to accept this new offer, to opt for another one, or to terminate its contractual relationship with OFA.

Article 7: Suspension and Termination

7.1 General provisions

OFA reserves the right to suspend the Subscriber's user access or to terminate the Subscription in the cases provided for in the Terms of Service and the Privacy Policy, as well as in the event of the expiry of the payment method chosen by the Subscriber as indicated in Article 6.1.

7.2 Closing an account in the case of a renewal of Subscription

In the case of a renewal, the Subscriber will be informed thirty (30) days prior to the Subscription end date of the renewal terms. The Subscriber who has not met the conditions of a renewable is subject to have its account closed.

In order to ensure continuity of service to the Subscriber, OFA undertakes to contact the Subscriber, at regular intervals, up to twenty-one (21) days after the expiry date.

Without any action on the Subscriber part, OFA reserves the right to terminate the Subscriber's account.

Article 8. General provisions

8.1 Right of withdrawal

The Platform is reserved for the use of professionals wishing to subscribe for the course of their occupational activities.

Non-professional Subscribers, under the French Consumer Code, residing in the European Economic Area and wishing to subscribe to the Platform may not waive their rights. Thus, as soon as the Subscription price has been paid in full, the Non-Professional Subscriber will have immediate access to the Platform. The Non-Professional Subscriber may exercise its right of withdrawal within fourteen (14) days by sending a registered letter to OFA and request a refund of the sums paid to subscribe to the Subscription.

8.2 Applicable Law - Dispute Resolution - Election of domicile

For the execution of the present contract, the Parties shall elect domicile at their respective addresses given at the time of subscription to the Platform. Any modification must be notified to the other party to be enforceable.

The French law shall apply to any dispute concerning these Terms and Conditions.

Legal proceedings may be instituted before the competent courts of the domicile of OFA.

8.3 Force Majeur

Neither party shall be held liable for the total or partial non-execution of its obligations hereunder, if such non-execution is caused by an event constituting force majeure as commonly understood by the jurisprudence of the courts having jurisdiction to govern these presents.

8.4 Partial non-validity - Non-waiver

If one or more provisions hereof are held to be invalid or declared as such pursuant to a legislative or regulatory provision or a court decision, the other provisions shall retain their force and scope.

The fact that one of the Parties does not avail itself of a breach by the other Party of any of its obligations shall not be interpreted as a waiver of the obligation in question or as an amendment hereto, and shall not prevent the non-defaulting Party from availing itself of such obligation at a later date.

8.5 Claim

Any comments or complaints regarding this Agreement may be sent to OFA either at the address set forth herein or by e-mail to service.clients@attestationlegale.fr. as well as at the company's postal address: 20 Boulevard Eugène Deruelle Immeuble le Britannia Allée C 69003 Lyon.