

TERMS AND CONDITIONS OF SALE

Support Package Manager — Business Customers

Version: 1.0 | Effective date: 1st August of 2026

English translation provided for convenience. In the event of any discrepancy, the French version shall prevail, except where prohibited by applicable law.

Article 1 — Seller identity

These Terms and Conditions of Sale, hereinafter the “Terms”, are issued by:

Service-direct SAS

A French simplified joint-stock company with share capital of: 10 000 euros

Registered office: 389 rue de Genève, 01170 Gex, France

Registered with the Trade and Companies Register of: 827 693 565 R.C.S. Bourg-en-Bresse

SIREN number: 827 693 565

SIRET number: 82769356500026

EU VAT number: FR17827693565

Email address: contact@support-enligne.pro

Telephone: +33 (0)9 72 30 20 82

Trading name: Support Enligne.

Hereinafter referred to as the “Seller”.

Article 2 — Purpose

These Terms govern the remote sale of a licence to use the Support Package Manager software module, designed to operate with Perfex CRM.

They define in particular:

- the ordering and payment conditions;
- the terms for supplying the module and licence key;
- the activation and use conditions;
- the operation of the trial period;
- the scope of updates and technical support;
- the respective obligations of the Seller and the Customer;
- the conditions for suspending or terminating the licence.

Use of the software is also governed by a separate document entitled “Support Package Manager End-User Licence Agreement”.

These Terms and the End-User Licence Agreement together form the contract applicable to the order.

Article 3 — Business customers only

Support Package Manager is intended exclusively for professional use.

It may be ordered by:

- a company;

- a sole trader;
- a self-employed professional;
- a member of a regulated or liberal profession;
- an association or organisation acting within the scope of its activities;
- a project owner preparing to establish a professional activity.

The Customer declares that the module is purchased for the needs of a current or planned professional activity and not for personal or household use.

A project owner may place an order before receiving a SIRET or equivalent registration number, provided that the purchase is genuinely connected with a professional project.

The Customer confirms this status through a mandatory checkbox before payment.

Article 4 — Description of the module

Support Package Manager is an add-on module for creating and managing service packages in Perfex CRM.

Depending on the version offered, it may in particular allow the Customer to:

- create service packages containing a defined number of units;
- specify their rules and limits of use;
- assign a package to a customer;
- define its validity period and renewal arrangements;
- determine whether unused units may be carried forward;
- deduct one or more units;
- associate a use with a support ticket;
- add a descriptive note;
- view the remaining balance and complete use history;
- cancel a deduction operation and automatically restore the relevant units;
- allow the end customer to view the package from the Perfex CRM customer area.

The exact features are those shown on the commercial page and in the documentation corresponding to the version available on the order date.

Screenshots, demonstrations and videos are illustrative. The presentation may vary depending on the Perfex CRM version, language, customisations or screen resolution.

Article 5 — Compatibility and technical requirements

On the effective date of these Terms, the module is stated to be compatible with:

- Perfex CRM:3.4.1 ;
- PHP: 8.3, 8.4 and 8.5 ;
- the other requirements listed on the product page and in the documentation.

The Customer must verify the compatibility of its environment before ordering and before any installation.

The Seller does not guarantee compatibility with:

- a Perfex CRM version that is not expressly supported;
- a PHP version that is not expressly supported;
- a modified Perfex CRM core;
- a third-party module or theme;
- custom development;
- a server configuration that does not meet the stated requirements;
- a future Perfex CRM or PHP version immediately upon its release.

Compatibility with a new version may require testing, corrections or a new release of the module.

Article 6 — Fourteen-day free trial

The module may be downloaded and used free of charge for a fourteen-day trial period.

The trial period begins when the trial is activated from the Perfex CRM installation, not when the ZIP file is downloaded.

The trial is limited to:

- one Perfex CRM installation;
- one domain name or subdomain;
- one fourteen-day period.

When the trial expires:

- features requiring a valid licence may be suspended;
- module data may be retained;
- the module may later be activated with a commercial licence;
- the Customer may uninstall the module.

The trial does not trigger any subscription or automatic payment.

The Seller may refuse or interrupt a trial in the event of fraud, repeated abusive trials or circumvention of the activation system.

Article 7 — Price

The licence price is the price shown on the Support Package Manager commercial page or order page when the order is confirmed.

Before payment, the Customer is informed of:

- the price excluding tax;
- the applicable VAT rate and amount, where relevant;
- the total price including tax;
- any applicable discount.

Prices are stated in euros.

The applicable VAT treatment and rate are determined according to the Customer's location, status and the tax rules in force.

The Seller may change its prices at any time for future orders. An order that has already been confirmed remains subject to the price accepted at the time of payment.

Article 8 — Order

Before payment, the Customer may consult:

- the module's essential features;
- the technical requirements;
- the applicable price;
- these Terms;
- the End-User Licence Agreement;
- the supply conditions;
- the update and support conditions.

The Customer must provide accurate information, including:

- its identity;
- its email address;
- its billing details;
- the name of its company or professional project, where available;
- the information needed to issue the licence.

The order becomes final after:

1. confirmation of professional use;
2. acceptance of the Terms and End-User Licence Agreement;
3. validation of the payment;
4. confirmation of payment by Stripe or PayPal.

The Seller may suspend an order in the event of inconsistent information, failed payment, suspected fraud or review by the payment provider.

Article 9 — Acceptance of the Terms and licence

The Customer must accept these Terms and the End-User Licence Agreement before payment.

The following checkbox must not be preselected:

I have read and accept the Terms and Conditions of Sale and the Support Package Manager End-User Licence Agreement.

Both documents must be accessible from the order page.

Where technically possible, the Seller retains:

- the date of acceptance;
- the version of the accepted documents;
- the Customer's email address;
- the order or payment reference.

Article 10 — Declaration of professional use

Before payment, the Customer must also confirm:

I confirm that I am acting for professional purposes and am purchasing Support Package Manager for the needs of my current or planned professional activity.

This declaration is an essential condition of the sale.

The Seller reserves the right to refuse or cancel an order that is manifestly unrelated to any professional use.

Article 11 — Payment

Payment is made:

- by bank card through Stripe;
- or through PayPal.

The full price is payable when the order is placed.

The Seller does not directly receive the Customer's complete payment-card details. They are processed by Stripe or PayPal under their own security procedures.

The Customer warrants that it is authorised to use the selected payment method.

In the event of non-payment, fraud, abusive chargeback or unjustified reversal, the Seller may:

- suspend supply;
- deactivate the licence;
- suspend updates and support;
- claim the outstanding amounts;
- take any appropriate action.

Article 12 — Supply of the module and licence key

The module is supplied digitally.

The supply may include:

- the ZIP package;
- the documentation;
- the licence files;
- an activation key;
- installation instructions.

The commercial licence key is supplied within a maximum of forty-eight business hours after effective payment confirmation and receipt of the necessary information.

Saturdays, Sundays and public holidays are not counted in this period.

The key is sent to the email address entered during the order process.

The Customer must check:

- the accuracy of its email address;
- its spam or junk folder;
- the availability of its email service.

If the key has not been received after the stated period, the Customer must contact: contact@support-enligne.pro.

Article 13 — Nature and duration of the licence

Payment does not transfer ownership of the software or its source code.

The Customer receives a right of use that is:

- non-exclusive;
- limited to its internal professional needs;
- valid for one Perfex CRM installation;
- associated with one domain name or subdomain;
- non-transferable without the Seller's written consent;
- non-sublicensable.

Unless otherwise stated at the time of the order, the right to use the purchased edition is granted without a fixed end date, subject to compliance with these Terms and the End-User Licence Agreement.

Each additional installation requires a separate licence.

Article 14 — Activation and domain transfer

A licence key may be active on only one domain name or subdomain at a time.

Activation may transmit to the licensing server the information required to verify the licence, including:

- the licence key;
- the domain name or subdomain;

- the module version;
- the activation date and status;
- a technical identifier for the installation.

To transfer a licence:

5. the Customer deactivates the licence on the former installation;
6. the Customer installs the module on the new installation;
7. the Customer enters the same licence key;
8. the Customer activates the licence on the new domain.

Where deactivation is legitimately impossible, the Customer may request a reset from support.

The Seller may refuse excessive, inconsistent or manifestly abusive reset requests.

Article 15 — Restrictions on use

Except where mandatory law provides otherwise, the Customer may not:

- redistribute or publish the module;
- share the package or source code;
- assign, rent, sublicense or resell the module;
- make the module available to third parties;
- use one licence key on multiple installations;
- share or publish a licence key;
- disable or circumvent the licensing system;
- remove intellectual property notices;
- reproduce a substantial part of the source code to create a derivative or competing module;
- present the module as its own work.

Detailed restrictions are set out in the End-User Licence Agreement.

Article 16 — Source code modifications

Any modification made by the Customer or a third party is carried out under the Customer's sole responsibility.

A modification may in particular:

- cause a malfunction;
- compromise security;
- make updates incompatible;
- complicate or prevent support;
- create a conflict with Perfex CRM or another module.

Defects resulting from a modification are not corrected free of charge.

Modifying the source code does not grant any right to redistribute, resell, sublicense or commercialise a derivative product.

Article 17 — Updates

Unless otherwise stated when the order is placed, the licence includes, without an annual subscription:

- fixes released for the purchased edition;
- improvements released for that edition;
- versions compatible with the Perfex CRM versions officially supported by the Seller.

The Seller remains free to determine:

- the update schedule;
- the priority of corrections;
- the improvements included;
- the maintained Perfex CRM and PHP versions.

This provision does not constitute a commitment:

- to publish a minimum number of updates;
- to develop a requested feature;
- to ensure immediate compatibility with every new release;
- to maintain an old version indefinitely;
- to provide a future separate major edition free of charge.

The following are not included:

- installation of updates;
- migration of the Customer's website or installation;
- backups;
- correction of customisations;
- resolution of conflicts with a third-party module;
- adaptation to custom development.

Article 18 — Included technical support

The licence includes three months of technical support from the date on which the licence key is supplied.

Support covers:

- activation problems;
- installation errors directly attributable to the module;
- reproducible module defects;
- reasonable questions concerning documented features.

Support does not cover:

- general installation or administration of Perfex CRM;
- server or hosting administration;
- customisations;
- development of new features;
- source code modifications;
- third-party themes and modules;
- conflicts caused by another component;
- unsupported versions;
- backup restoration;
- general Perfex CRM training.

After the three-month period, additional assistance may be offered under a quotation or a separate support plan.

Article 19 — Support request procedure

Any support request must be submitted through the support channel stated on the website.

Depending on the issue, the request should include:

- the email address associated with the licence;

- the relevant domain name;
- the Perfex CRM version;
- the PHP version;
- the module version;
- a precise description;
- steps to reproduce the issue;
- the error message;
- a screenshot or other useful document.

No contractual resolution time is guaranteed unless expressly agreed in writing.

The Seller processes requests within a reasonable period according to their nature, complexity and the information supplied.

Article 20 — Final order and refund policy

The order is final once payment has been confirmed and the licence key supplied.

No refund is due in particular in the event of:

- a change of mind;
- non-use of the module;
- abandonment of the Customer's project;
- incorrect assessment of the Customer's needs;
- incompatibility resulting from failure to meet the stated requirements;
- a conflict caused by a third-party module or customisation;
- the Customer's refusal to provide the information required for diagnosis.

This clause does not affect any mandatory rights of the Customer in the event of:

- failure to supply the product;
- contractual breach by the Seller;
- an incorrect charge;
- a proven defect directly attributable to the module that substantially prevents its use in accordance with its description.

The Seller may grant an exceptional refund at its sole discretion.

In the event of a refund:

- the licence key is deactivated;
- the right to use the module ends;
- the Customer must stop using the module;
- the Customer must delete the copies in its possession;
- the refund does not constitute an admission of liability.

Article 21 — Customer obligations

The Customer undertakes to:

- verify the technical requirements;
- make the necessary backups;
- use the module for its intended purpose;
- keep the licence key confidential;
- not share the package;
- maintain its installation and server;
- not circumvent the licensing system;

- provide accurate information;
- report any known fraudulent use of its licence key;
- respect the Seller's intellectual property rights.

Article 22 — Backups and security

Before any installation, update, modification or uninstallation, the Customer must make a complete backup of:

- the files;
- the database;
- the configuration;
- the relevant customisations.

The module is not a backup solution.

The Customer remains responsible for:

- hosting;
- server security;
- administrator access;
- the confidentiality of its data;
- the compliance of its own data processing activities;
- restoration of its environment.

Article 23 — Suspension or deactivation of the licence

The Seller may suspend or deactivate a licence in the event of:

- use on multiple installations;
- sharing or publication of the licence key;
- redistribution of the module;
- circumvention of the licensing system;
- non-payment or payment fraud;
- abusive chargeback;
- a material breach of the End-User Licence Agreement;
- infringement of intellectual property rights.

Except in cases of manifest fraud, urgency or impossibility, the Seller may first invite the Customer to remedy the situation.

Suspension may:

- block features requiring a valid licence;
- suspend updates;
- suspend support.

It must not intentionally delete the Customer's data.

Article 24 — Liability

The Seller undertakes to supply the module in accordance with its description and for environments stated to be compatible.

However, the Seller does not guarantee:

- the complete absence of errors;
- uninterrupted operation;

- compatibility with all third-party components;
- that Perfex CRM will remain structurally unchanged;
- immediate compatibility with every future release.

The Seller shall not be liable for damage resulting in particular from:

- incorrect installation;
- an incompatible environment;
- modification of the module;
- failure to make backups;
- misuse;
- a third-party module or development;
- hosting failure;
- a vulnerability outside the module;
- an outage affecting Stripe, PayPal, Perfex CRM or another provider;
- incorrect information supplied by the Customer.

Except in cases of gross negligence, wilful misconduct, bodily injury or mandatory legal provisions to the contrary, the Seller's total liability under the order is limited to the amount excluding tax actually paid for the relevant licence.

The Seller shall not be liable for indirect loss, including:

- loss of turnover;
- loss of business;
- loss of customers;
- loss of opportunity;
- reputational damage;
- loss of data that could have been avoided through reasonable backups.

Article 25 — Force majeure

Neither party shall be liable for a failure resulting from an event meeting the legal requirements of force majeure.

Depending on the circumstances, such events may include:

- a major network outage;
- a widespread hosting provider failure;
- an exceptional cyberattack;
- a natural disaster;
- an administrative decision;
- a major payment-provider outage;
- an event that materially prevents performance.

The affected party shall inform the other party within a reasonable period.

Article 26 — Intellectual property

The module, its source code, documentation, interfaces, texts, architecture and visual elements remain the exclusive property of Service-direct SAS or their respective rights holders.

Perfex CRM is an independent third-party product.

Support Package Manager:

- is not published by the publisher of Perfex CRM;

- is not necessarily approved or certified by that publisher;
- does not imply any affiliation with that publisher.

Third-party trademarks and product names remain the property of their respective owners.

Article 27 — Personal data

Collected data may be used to:

- process the order;
- issue the invoice;
- supply the licence key;
- verify activation;
- provide support;
- prevent fraud;
- manage updates;
- comply with accounting and legal obligations.

The data concerned may include:

- Identity;
- contact details;
- billing data;
- email address;
- activation domain;
- technical licence data;
- support history;
- transaction reference.

Detailed processing information is provided in the privacy policy: <https://support-enligne.pro/politique-de-confidentialite/>

Marketing communications that are not necessary for the order or operation of the module are managed separately in accordance with applicable rules.

Personal-data requests may be sent to: contact@support-enligne.pro

Article 28 — Evidence and record keeping

The computer records of the Seller and its providers may constitute evidence relating to:

- the order;
- the payment;
- acceptance of the Terms;
- acceptance of the End-User Licence Agreement;
- the declaration of professional use;
- supply of the licence key;
- activations;
- support correspondence.

The Customer is encouraged to retain:

- the Terms;
- the End-User Licence Agreement;
- the order confirmation;
- the invoice;
- the email containing the licence key.

Article 29 — Complaints

Any complaint must be sent to:

Service-direct SAS

Service-direct SAS — 389 rue de Genève, 01170 Gex, France
contact@support-enligne.pro

The complaint must specify:

- the Customer's identity;
- the order reference;
- the relevant domain name;
- a description of the issue;
- any useful supporting documents.

The parties shall attempt to reach an amicable resolution before commencing court proceedings.

Article 30 — Governing law

These Terms and the End-User Licence Agreement are governed by French law.

Article 31 — Jurisdiction

Where all parties have contracted as traders:

ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION OF THESE TERMS OR THE END-USER LICENCE AGREEMENT SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS HAVING JURISDICTION OVER THE SELLER'S REGISTERED OFFICE, INCLUDING IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD-PARTY PROCEEDINGS.

Where the professional Customer does not have trader status, including certain liberal professions or associations, the ordinary statutory rules on territorial jurisdiction apply.

Article 32 — Severability

If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in force.

Where possible, the affected provision shall be replaced by a valid provision that most closely reflects its original purpose.

Article 33 — Changes to the Terms

The Seller may amend these Terms for future orders.

The version applicable is the version accepted by the Customer when the order is placed.

A later amendment does not retroactively alter the conditions of a licence already purchased, except where required by law, justified by security or agreed by the parties.