

GENERAL TERMS AND CONDITIONS OF SALE - Mac Assistance Ltd.

Article 1 – Purpose

These general terms and conditions of sale (hereinafter "GTC") aim to define the rights and obligations of the parties in the context of subscribing to an online technical support service offered by Mac Assistance Ltd. for Mac computer owners.

This service aims to provide technical assistance concerning the use, troubleshooting, configuration, and any other aspect related to the use of Mac computers.

Any subscription to the service implies the client's unconditional acceptance of these GTC. These conditions prevail over any other document, except for specific conditions expressly accepted by Mac Assistance Ltd.

The subscription is offered to clients located in the French market. The service is therefore delivered in accordance with the standards and regulations in force in France.

Mac Assistance Ltd. reserves the right to modify these GTC at any time. The applicable conditions will be those in force

on the day of the client's subscription.

Article 2 – Price

Subscription Amount: The price of the subscription to the online technical support service for Mac computers is set at 199\$ per year or 14.99\$ for a monthly subscription. **No VAT:** In accordance with current regulations, Mac Assistance Ltd. does not apply value-added tax (VAT) on the subscription amount. The indicated price is therefore a net amount, and no additional tax will be added. **Price Details:** The price covers full access to the online technical support service for a duration of one year. This includes all standard services offered in the context of technical support without additional costs unless otherwise stated or specific services requested by the client. **Price Revision:** Mac Assistance Ltd. reserves the right to modify the subscription price. However, these changes will not affect subscriptions already taken out until their expiration date. Clients will be informed of any price changes at least thirty (30) days before the renewal date of their subscription. **Payment Terms:** Subscription payment is made in full at the time of subscription. Several payment methods may be offered, and the client must choose one of them at the time of subscription. Any payment delay may lead to the temporary or permanent

suspension of the subscription. **Delays and Payment Incidents:** In case of non-payment or partial payment, Mac Assistance Ltd. reserves the right to suspend or terminate access to the service without prejudice to any other course of action. Any amount not paid at the due date will automatically and without prior notification be increased by interest for late payment at the legal rate in force.

Article 3 – Subscription

Nature of the Subscription: The subscription to Mac Assistance Ltd. entitles to an online technical support service for Mac computers. This includes remote assistance for questions, issues, troubleshooting, configurations, and other aspects related to the use of Mac computers.

Duration of the Subscription: The subscription is entered into for an initial period of one year from the date the customer accepts these General Terms and Conditions of Sale (CGV). At the end of this period, the subscription will be automatically renewed for successive one-year periods, unless terminated by the customer in accordance with these CGV.

Activation and Access: After payment confirmation, the subscription is activated and the customer will receive a confirmation email containing the necessary information to

access the online technical support service.

Limitations of the Subscription: Unless otherwise stated or a specific offer is made, the subscription covers assistance for only one Mac computer per customer. For multiple computers, additional options or subscriptions may be necessary.

Exclusions: Certain requests or issues may not be covered by the standard subscription and may require specialized service or additional fees. In such cases, Mac Assistance Ltd. will inform the customer before any intervention.

Termination by the Customer: The customer may terminate their subscription at any time, with a notice period of thirty (30) days before the expiration date. Termination must be made in writing, via email to: clients@mac-assistance.com, according to the procedures specified by Mac Assistance Ltd.

Termination by Mac Assistance Ltd.: Mac Assistance Ltd. reserves the right to terminate the subscription in case of non-compliance by the customer with these CGV, after a formal notice remained without effect for a period of fifteen (15) days. Termination may also occur in case of non-payment by the customer.

Consequences of Termination: In the event of termination, access to the online technical support service will be immediately suspended. No

refund will be made for the unused period, except for contrary provisions or special conditions granted.

Modification of the Subscription: Mac Assistance Ltd. may propose evolutions, additions, or modifications to the subscription offer. These changes will be communicated to the customer who will have a period to accept or reject these modifications. In the absence of a response, they will be considered as accepted.

Article 4 – Renewal

Tacit Renewal Principle: Unless expressly terminated by the client, the subscription is automatically renewed by tacit agreement for the same duration as the initial period, which is one year. Renewal

Notification: At least forty-five (45) days before the expiration date of the current subscription, Mac Assistance Ltd. will inform the client of the impending automatic renewal of their subscription via email or postal mail. This reminder will clearly indicate the subscription amount for the upcoming period, the payment terms, and the termination procedures. Changes upon

Renewal: At the time of renewal, Mac Assistance Ltd. reserves the right to propose changes to the General Terms and Conditions or to the pricing structure. These changes will be clearly indicated in the renewal notification, and the client will have a right to refuse

before the renewal date.
Payment Terms for Renewal: The payment for the renewal of the subscription will be made according to the same terms as the initial subscription unless a different agreement is reached between Mac Assistance Ltd. and the client.

Client's Refusal of Renewal: If the client does not wish to renew their subscription, they must inform Mac Assistance Ltd. in writing, via email or postal mail, at least thirty (30) days before the end date of the current subscription. Mac Assistance Ltd.'s

Refusal of Renewal: In exceptional circumstances and for legitimate reasons, Mac Assistance Ltd. may decide not to renew a subscription. The client will be informed at least thirty (30) days before the current subscription's end date.

Non-payment at Renewal: In case of non-payment on the due date, Mac Assistance Ltd. reserves the right to suspend or terminate the subscription. The client will be informed of this suspension and will have a period to regularize their situation. After this period, the subscription will be terminated by right.

Reactivation after Termination: If a subscription has been terminated, the client may request reactivation by paying the amounts due and subscribing to a new subscription, according to the rates and conditions in force at

the date of the new subscription.

Article 5 – Payment Terms

Accepted Payment Methods: Mac Assistance Ltd. accepts several payment methods for subscription to the service, including:

Credit card (Visa, MasterCard, American Express),

Bank transfer,

Secure online payment (PayPal, Stripe)

Transaction Security: For payments by credit card or online, all transactions are secured and encrypted using a security protocol. Mac Assistance Ltd. does not store its customers' bank information online and declines all responsibility in the event of fraudulent use of banking data.

Payment Date: Payment for the subscription is due upon subscription for the initial period. For renewals, payment is due at the latest on the expiration date of the current subscription period.

Payment Delays: Any delay in payment will automatically and without prior notice incur late payment penalties calculated on the basis of the current legal interest rate, increased by three points. These penalties will be payable from the day following the scheduled payment date.

Payment Incidents: In the event of a transaction being declined, for any reason whatsoever (objection, refusal from the issuing center, etc.), the subscription or renewal of the subscription will be suspended until the situation has been rectified.

Claims and Disputes: Any claim or dispute relating to billing or payment must be made in writing and addressed to Mac Assistance Ltd. within thirty (30) days from the invoice date. After this period, no claim will be accepted.

Refund Policy: In the event that a refund is due to the customer due to a billing error or any other valid reason, this refund will be made using the same payment method used for the initial transaction, unless agreed otherwise between the parties.

Article 6 – Support Service

Service Description: The technical support service offered by Mac Assistance Ltd. includes remote assistance for questions, problems, troubleshooting, setups, updates, and other aspects related to the use of Mac computers.

Availability: The support service is available from Monday to Friday, 9 a.m. to 6 p.m., excluding public holidays. Mac Assistance Ltd. strives to ensure the highest availability of its service but cannot guarantee there will be no

interruptions, whether scheduled or not.

Access Terms: Once the subscription is activated, the client will have access to technical support via an online platform, by telephone, or any other means of communication provided by Mac Assistance Ltd.

Response Time: Mac Assistance Ltd. commits to responding to client requests within a maximum of 48 working hours. This period may vary depending on the complexity of the request or the volume of requests received.

Service Limits: The technical support is limited to Mac computers and official Apple operating systems. Any third-party software, additional hardware, or non-standard modifications are not guaranteed to be supported.

Exclusions: Certain problems that require physical intervention on the computer, such as hardware failures, are not covered by the online support service and require specific assistance.

Quality of Service: Mac Assistance Ltd. commits to providing quality service, ensured by competent technicians trained in the latest Mac technologies. However, Mac Assistance Ltd. does not guarantee that all problems encountered will be resolved systematically.

Feedback and Improvement: Mac Assistance Ltd.

encourages its clients to provide feedback on the service received. Any suggestion, comment, or complaint can help improve the quality and efficiency of the support.

Confidentiality: All information communicated by the client during support sessions is treated confidentially. Mac Assistance Ltd. commits not to disclose, share, or sell this information to third parties unless required by law.

Data Backup: Before any intervention, clients are strongly advised to back up their data. Mac Assistance Ltd. cannot be held responsible for any loss or alteration of data during support sessions.

Continuous Training: Mac Assistance Ltd. ensures that its technicians receive continuous training, allowing them to stay up-to-date with the latest technologies and updates related to Mac products.

Article 7 – Liability

Commitment to Means: Mac Assistance Ltd. commits to implementing all necessary means to ensure the proper functioning and availability of its support service. However, this is a commitment to means and not to results.

Limitation of Liability: Mac Assistance Ltd. cannot be held responsible for any direct or indirect damages suffered by the client, such as financial losses, data loss, business harm,

or loss of profits, resulting from the use or the inability to use the support service.

Exemption from Liability: Mac Assistance Ltd. cannot be held responsible in the case of force majeure or events beyond its control, such as power outages, service interruptions from an Internet service provider, malicious acts, or any other unforeseen, irresistible, and external event.

Data Backup: Although Mac Assistance Ltd. systematically recommends data backup before any intervention, the responsibility for backing up rests entirely with the client. Mac Assistance Ltd. cannot be held responsible for data loss or damage to the client's data.

Use of Service: The client is responsible for how they use the support service. If the client uses the service inappropriately or contrary to the provided instructions, Mac Assistance Ltd. cannot be held responsible for the resulting consequences.

Third-Party Software and Hardware: Mac Assistance Ltd. is not responsible for problems or damages related to third-party software or hardware not covered by the support service, even if these issues were discussed during a support session.

Recommendations: Mac Assistance Ltd. may provide recommendations or advice during support sessions. However, the implementation

of these recommendations is at the discretion of the client, and Mac Assistance Ltd. cannot be held responsible for the consequences of these actions.

Temporal Limitation: Any claims against Mac Assistance Ltd. concerning the support service must be made in writing and addressed to the company within a maximum period of 12 months from the incident giving rise to the claim. Beyond this period, no claims will be considered.

Indemnification: In the event that Mac Assistance Ltd.'s liability is engaged following a failure to fulfill one of its obligations, the compensation will not exceed the amount paid by the client for the subscription to the support service for the current period.

Article 8 – Withdrawal

Principle of Withdrawal: In accordance with the legal provisions in force, the customer has a period of 14 days from the subscription of the service to exercise his right of withdrawal from Mac Assistance Ltd. without having to provide reasons or to pay any penalties.

Exercise of the Right of Withdrawal: To exercise the right of withdrawal, the customer must notify their decision to withdraw from the subscription by an unequivocal statement (for example, a letter sent by post, email). The customer may also use the withdrawal form provided by

Mac Assistance Ltd., but it is not obligatory.

Waiver of the Right of Withdrawal: If the customer uses the technical support service of Mac Assistance Ltd. during the 14-day withdrawal period, they expressly and automatically waive their right of withdrawal. By requesting the service before the end of this period, the customer acknowledges their desire to immediately benefit from the service and therefore agrees to lose their right to withdrawal.

Confirmation of Waiver: When the customer contacts Mac Assistance Ltd. to benefit from the technical support service during the withdrawal period, it will be explicitly reminded that the use of the service entails the waiver of their right of withdrawal. The customer will then need to confirm that they understand and accept this condition.

Refunds: If the customer has already paid the subscription amount but then exercises their right of withdrawal before having requested the service, Mac Assistance Ltd. will proceed with the refund using the same payment method as the customer used for the initial transaction, unless agreed otherwise.

Article 9 – Personal Data

Data Collection: When subscribing to the service and when using the support service,

Mac Assistance Ltd. is required to collect and process personal data concerning the client. This data may include the client's first name, last name, email address, postal address, telephone number, as well as any other relevant information necessary to provide the service.

Purpose of Processing: The personal data collected are used to ensure the proper execution of the contract, to enable Mac Assistance Ltd. to provide the support service, to manage the customer relationship, and, with the client's consent, for commercial communication operations.

Data Protection: Mac Assistance Ltd. is committed to implementing all necessary technical and organizational measures to ensure the security, integrity, and confidentiality of personal data, in accordance with the provisions of the General Data Protection Regulation (GDPR) and current French legislation.

Retention Duration: The client's personal data will be retained for the duration necessary to achieve the purposes for which they were collected, plus the retention period imposed by applicable legislation.

Rights of Access, Correction, and Deletion: In accordance with current legislation, the client has the right to access, correct, delete, oppose, limit the processing, and portability

of their data. To exercise these rights, the client can contact Mac Assistance Ltd. using the contact details provided in these general terms and conditions of sale.

Data Transfers: Mac Assistance Ltd. undertakes not to transfer the client's personal data outside of the European Economic Area (EEA), except to obtain the explicit consent of the client or to establish the necessary guarantees to ensure an adequate level of data protection.

Sharing with Third Parties: Mac Assistance Ltd. does not share, rent, sell, or disclose the client's personal data to third parties, except in cases where such disclosure is required by law, by a judicial decision, or if necessary for the provision of the service (for example, to subcontractors).

Cookies and Trackers: Mac Assistance Ltd. may use cookies and other trackers when the client visits its online platform. These cookies are intended to improve the user experience, analyze traffic, and conduct advertising campaign tracking. The client is informed of this use during their first visit and can accept or refuse these cookies.

Modifications to the Personal Data Policy: Mac Assistance Ltd. reserves the right to modify its policy regarding personal data. In this case, clients will be informed of the changes and will have the opportunity to

review and adjust their personal data preferences.

Article 10 – Governing law and jurisdiction

Applicable Law: These General Terms and Conditions of Sale and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Hong Kong.

Competent Jurisdiction: The parties will endeavor to amicably resolve any dispute that may arise concerning the validity, interpretation, or execution of these General Terms and Conditions of Sale. If they are unable to resolve this dispute amicably within thirty (30) days from the first notification of the dispute, then the dispute will be submitted to the exclusive jurisdiction of the courts of Hong Kong.

Waiver of Jurisdiction of Other Countries: By subscribing to Mac Assistance Ltd.'s technical support service, the client agrees that, even if the services are offered in France, any dispute will be dealt with according to the law and the courts of Hong Kong, thereby expressly renouncing the jurisdiction of any other country.

Consumption: It should be noted that, in accordance with European regulations, if the client is a consumer residing in

the European Union, they might have additional rights or remedies in their country of residence that could allow them to initiate proceedings in the courts of that country. However, by accepting these General Terms and Conditions of Sale, the client gives priority to the jurisdiction of Hong Kong for the resolution of any conflict.
