



General Terms of Sale — Eronda

ATARE LLC · 412 W 7th St, Clovis, NM 88101, United States · contact@atare-llc.com · 17 October 2026

Version of 17 October 2026. These terms apply to all orders placed on or after that date. English translation. In case of difference, the French version prevails.

These terms comprise a **common part**, valid for all our sales, and **Annex 5**, specific to Eronda. In case of difference, the annex prevails over the common part, and the signed order form prevails over both.

Common part

1. Who we are

ATARE LLC is a Limited Liability Company of the State of New Mexico, United States (file number 3238468), with its registered office at 412 W 7th St, Clovis, NM 88101, United States. Email: contact@atare-llc.com. Website: www.atare-llc.com. In these terms, "ATARE" means ATARE LLC, and "the client" means the company placing the order.

ATARE provides engineering studies, industrial consulting, websites, marketing services and the Eronda management software. **This edition of the general terms covers Eronda**: it comprises the common part and Annex 5.

2. Business clients only

ATARE sells only to companies and professionals, never to private individuals. By placing an order, the client confirms that it is acting for the purposes of its business.

ATARE does not sell to companies located in a country subject to United States sanctions, including Russia.

3. Quotes, orders and signature

- Our quotes are free of charge and valid for 30 days, unless another period is stated.
- The contract is formed when the client accepts the quote or signs the order form, by electronic signature, in writing or by email.
- Subscriptions (websites, monthly options, SEO, management of advertising and social media, Eronda) are always ordered through an **order form signed online**.
- **Ordering from the website**: there is no shopping cart. The client sends the configuration prepared in our simulators; ATARE confirms or adjusts it; the client then accepts the order and these terms online, and pays in accordance with Article 7. The configuration sent and the amounts displayed by the simulators do not bind ATARE until the order has been accepted.
- Placing an order constitutes acceptance of these terms. The client's purchasing terms do not apply, unless ATARE agrees otherwise in writing.
- Any change to the scope, price or term is made in writing.

4. Our role as an independent provider

ATARE acts as an independent service provider, engineer, consultant or intermediary. ATARE is not the client's manufacturer, installer, employer or legal representative. The client remains responsible for its business, its staff, its equipment, its products and its decisions.

ATARE may entrust part of the work to team members, subcontractors and tools, including artificial intelligence tools. ATARE remains responsible to the client for the work delivered.

5. What the client provides to us

The client provides in good time the information, texts, images, documents, access and approvals needed. It warrants that it has the right to use everything it entrusts to us (texts, photos, logos, trademarks, data).

Any delay or lack of information on the client's part postpones our deadlines accordingly and may result in additional costs. Any work not provided for in the quote (additional meeting, visit, version, translation, revision or study) may be subject to a supplementary quote.

6. Prices, currencies and taxes

- All prices are **excl. tax**. Taxes due in the client's country (for example VAT under the reverse-charge mechanism) are payable by the client.
- Invoicing currency according to the client's region: euros for Europe; US dollars for the Americas, the Middle East, Asia excluding Thailand, Africa and Oceania; baht for Thailand.
- Prices are those of the quote or of the price list in force on the day of the order.

7. Payment

- **Monthly subscriptions** (websites, options, SEO, management of advertising and social media, emails, Eronda licences and their options): paid monthly in advance, by **automatic direct debit** through our payment provider (Stripe).
- **One-off services, assignments and engineering**: paid by **bank transfer**, on receipt of the invoice. ATARE may request a **deposit of up to 50%** before starting, with the balance due before final delivery or before an on-site assignment.
- **Trading, printing and manufacturing of items**: full payment before the order is placed with the supplier, unless otherwise agreed in writing.
- **Sending credits** (emails and SMS): paid on order, before any use.
- No discount for early payment.
- The client may not withhold, reduce or set off any payment, even in the event of a claim or disagreement: it pays on the due date, and the claim is handled separately.
- ATARE may revise its prices once a year, giving the client 30 days' notice. A guaranteed price is not affected.

8. Late payment and non-payment

Subscriptions: a warning is sent when payment is 15 days late, then at 30 days; at 60 days, the service is suspended. From the first day of delay, the sums due bear interest at the maximum rate permitted by law, and the fixed compensation for recovery costs (40 € for a client located in the European Union) is due; actual recovery costs, if higher, remain payable by the client. For Eronda, the software switches to read-only at 30 days, and data export always remains possible. No data is deleted because of non-payment, other than under the end-of-contract procedure.

Assignments and one-off services: any late payment automatically gives rise, without prior reminder, to interest at the maximum rate permitted by the applicable law, a fixed compensation for recovery costs (40 € for a client located in the European Union) and a penalty of 10% of the amount due, with a minimum of 500 \$ or the equivalent. All sums owed by the client become immediately payable.

In all cases, ATARE may suspend work in progress, cut off services and withhold deliverables until full payment, without compensation for the client. If ATARE terminates a subscription for non-payment, the client owes the same sums as if it had stopped the subscription itself (Annex 5), plus recovery costs.

9. Suspension and termination

ATARE may suspend or terminate an order with immediate effect, without compensation, in the event of non-payment, breach of these terms by the client, failure to cooperate, insolvency, or if continuing

becomes unlawful or dangerous. ATARE may also immediately suspend a website, a mailbox or access to Eronda in the event of a security threat, illegal content, abusive sending or infringement of a third party's rights.

If the client stops an assignment for a reason not attributable to ATARE, it pays for the work done, the costs incurred and the commitments made up to the time it stops. The deposit is retained up to the value of that work. The rules specific to the Eronda subscription are set out in Annex 5.

10. Acceptance of deliverables

The client has 30 days after delivery to report in writing any specific and substantiated non-conformity. Without a written reservation within this period, the deliverable is deemed accepted. For a document intended to be published or printed, the client's approval (print proof sign-off, going live) constitutes acceptance.

11. Intellectual property

- Until everything has been paid, the deliverables remain the property of ATARE and the client may not use them.
- After full payment, the client may use the deliverables for the intended project and use, unless the annex for the activity sets out different rules.
- ATARE remains the owner of its methods, tools, software, templates, libraries, common code and know-how.
- Source files, working files, internal calculations and code are not delivered, unless otherwise stated in the quote or in the annex for the activity.
- ATARE may show its work in its portfolio, without naming the client unless the client has agreed in writing. The client may object to this in writing.
- The client may not modify, resell or reuse the deliverables for another project without ATARE's written consent.

12. Confidentiality

Each party keeps the other party's technical, commercial and financial information confidential and uses it only for the order. This obligation does not cover information that is public, already known, lawfully received from a third party, or whose disclosure is required by law. It continues after the end of the contract.

ATARE names a client only with its consent and never reveals the identity of one client to another without their written consent.

13. Personal data

ATARE processes personal data in accordance with its privacy policy, applying the GDPR to persons located in the European Union and the PDPA to persons located in Thailand. Where ATARE processes data on behalf of the client (websites, emails, Eronda), a **data processing agreement** sets out each party's commitments.

14. Liability

- Our services are **best-efforts obligations**, unless otherwise undertaken in writing. ATARE guarantees no commercial, industrial or financial result: turnover, sales, traffic, ranking in search engines, profitability.
- **Cap:** for all causes combined, ATARE's total liability is limited to the amount excl. tax paid by the client for the service in question; for a subscription, to the sums paid during the **last 3 months** before the event causing the damage.

- ATARE is not liable for **indirect damage**: loss of production, turnover, profit, customers, orders, reputation or opportunity, or business interruption.
- Nor is ATARE liable for:
 - **loss of data**: the client keeps its own copies of its content and regularly exports its data; ATARE's backups are an additional service, not a guarantee;
 - service **interruptions**, their duration and maintenance, or failures of technical providers (hosting provider, networks, payment, email or artificial intelligence providers);
 - **cyberattacks** and intrusions by third parties, provided that ATARE has applied its usual security measures;
 - **answers produced by artificial intelligence** (assistants, images, texts, translations), which the client checks before any use;
 - what the client does with the deliverables, its products, its content and its decisions.
- **Time limits**: any claim must be made in writing within **30 days** of the event giving rise to it. Any legal action against ATARE must be brought within **one year** of that event; after that period, it is no longer admissible.
- Nothing in these terms excludes any liability that the law does not allow to be excluded (in particular for gross or intentional misconduct).

15. Indemnity by the client

The client indemnifies ATARE against any claim, action, fine or judgment by a third party or an authority relating to its products, its services, the content and information it has provided or approved, the use of the deliverables, its users, or any failure to comply with its own legal obligations, except in the case of gross or intentional misconduct by ATARE. It bears the sums charged to ATARE and ATARE's defence costs, including lawyers' fees.

16. Compliance with laws

The client remains responsible for ensuring that its products, business, websites, online sales, advertising and installations comply with the laws of its country. Unless under a written assignment for that purpose, ATARE provides no legal, tax or accounting advice, and no certification.

17. Force majeure

ATARE is not liable for any delay or non-performance due to an event beyond its reasonable control: strike, supply disruption, transport difficulties, epidemic, war, decision of an authority, restriction on international trade, failure of the internet, telecommunications or electricity, cyberattack, failure of a hosting provider, supplier or technical provider. If the event persists, ATARE may suspend or stop the order concerned, the services already performed remaining due.

18. Evidence

The parties agree that electronic signatures, emails, connection and security logs, histories and data recorded by ATARE's systems and by Eronda constitute evidence between them, in particular of orders, approvals, connections and licence use.

19. Non-solicitation

During the term of the contract and for the 12 months that follow, the client undertakes not to hire or engage directly, without ATARE's written consent, any person or subcontractor who has worked for it on behalf of ATARE. In the event of breach, it owes ATARE an indemnity equal to the sums ATARE invoiced it for that person's work during the last 12 months, with a minimum of 10 000 \$ or its equivalent.

20. Referrals

A client who introduces us to a company that actually signs a subscription receives **one month of its base subscription free of charge**, in the form of a credit note. The credit note is issued after the introduced company's first payment and is applied to the client's next invoice. A client who has only Eronda receives one month of its licences. The credit note remains acquired even if the introduced company later stops.

21. Changes to these terms

ATARE may change these terms. The new version applies to new orders. For a subscription in progress, it is sent to the client 30 days before it applies; it cannot change a guaranteed price.

22. Governing law and disputes

The parties first seek an amicable solution, in writing, for 30 days.

- **Client established in France:** the contract is governed by **French law**. Any dispute is brought before the **competent courts of Marseille** (France), which have exclusive jurisdiction, even in the case of multiple defendants, third-party claims or emergency proceedings.
- **All other clients:** the contract is governed by the law of the State of New Mexico, United States. The courts having jurisdiction over ATARE's registered office have exclusive jurisdiction. The parties waive any jury trial.

In all cases, ATARE may also bring proceedings before the court of the client's registered office to obtain payment of its invoices or urgent measures.

23. General provisions

- The quote or order form, these terms and their annexes form the entire agreement between the parties.
- If a clause is held invalid, it is reduced to the minimum necessary and the other clauses remain applicable.
- ATARE's failure to exercise a right does not constitute a waiver.
- The client may not assign the contract without ATARE's written consent. ATARE may assign it to an affiliated company or to the acquirer of its business.
- These terms are written in French. In case of difference with a translation, the French version prevails.

Annex 5 — Eronda, management software by subscription

5.1 The service

- Eronda is online software, **always hosted by ATARE**; it is never installed at the client's premises. The client receives a **right of use** for the duration of the subscription, with no transfer of ownership whatsoever.
- Updates, backups and email support (contact@atare-llc.com) are included. ATARE does its best to keep Eronda available at all times, without guaranteeing any availability rate; interruptions and maintenance give no right to any compensation or refund. All functions, present and future, are grouped into the licences: there is no additional paid module.
- Set-up, data migration and training: as stated in the quote.

5.2 Licences

- Five licences, described by what they give access to: Essential, Business, Business Buy, Full Eronda and Simple Licence (the latter as soon as there is a Full Eronda). **Minimum of 2 licences per company.**

- **One licence = one named person**, one session at a time, at most 3 known devices, with two-factor authentication (phone app or code received by email). Sharing and lending are prohibited, even between colleagues.
- When an employee leaves, the administrator may assign their licence to another person, **free of charge**.
- An added licence (request in Eronda and order form signed online) is invoiced for the **full month** in which it opens. A removed licence ends at the end of the month already paid, **without refund**.
- **Abuse**: a licence used by several people is invoiced additionally, **from the start of the abuse** as shown by the security log.
- The client's external accounting firm receives **one free access**, which is personal. An accountant employed by the client takes a paid licence.

5.3 Assistants

- **Tida**, the built-in help, is free of charge, within the limits stated in the price list. It sees the user's screen only with the user's consent, and its conversations are kept for 6 months.
- **Eronda W** is an option, in packs of 5 users. It works with **the client's own artificial intelligence key** (Claude or ChatGPT, as chosen), under the client's account: the client pays its consumption directly to that provider. Eronda W prepares the work; nothing is saved without a user's validation.

5.4 Protection of the software

- It is prohibited to copy, decompile or mass-extract Eronda, its screens, its help or its configuration, or to use them to design a competing product.
- **No external artificial intelligence or bot is authorised in Eronda**; only the built-in assistant Eronda W, with the client's key, may act in it.
- These prohibitions **never apply to the client's data**, which the client may retrieve at any time through the complete export.
- In the event of breach, ATARE may immediately suspend the access concerned and invoice the missing licences. The client also owes a **fixed penalty** for each breach found, without prejudice to damages if ATARE's loss is greater:
 - **500 000 € excl. tax** (or its equivalent) for copying, reproducing or decompiling Eronda or designing a competing product from Eronda;
 - **50 000 € excl. tax** (or its equivalent) for any other breach of this article (external bot or artificial intelligence, mass extraction).
- **Information for the client**: to protect the service, Eronda detects account sharing and flags abnormal reading; the client's administrator and ATARE are alerted. Screens, printouts and PDFs bear a discreet watermark with the user's name. The client informs its users of these measures; ATARE provides it with a ready-to-use text.

5.5 Demonstration

The demonstration lasts 14 days, and ATARE may extend it. The prospect accepts the rules of Article 5.4 online before entering it. It bears a watermark with the prospect's name; advanced settings are visible in it but cannot be exported.

5.6 Order, term and payment

- Orders and additional licences are placed through an **order form signed online**. The client is bound from signature: there is no free first month.
- The term of the subscription is stated on the order form.

- Monthly payment in advance by automatic direct debit. Non-payment: Article 8 of the common part (read-only at 30 days, suspension at 60 days, export always possible).

5.7 The client's data

- The data recorded in Eronda **belongs to the client**. ATARE processes it on the client's behalf in accordance with the **data processing agreement** signed with each client.
- The client's administrator may at any time make a **complete and readable export** (open file formats, attachments included).
- At the end of the contract, the data remains retrievable for the period provided for in the data processing agreement, and is then deleted.

5.8 What Eronda does not do in the client's place

Eronda helps the client comply with the invoicing rules of the supported countries, but the client remains responsible for its accounting, its filings and its tax obligations. Eronda prepares the accounting; the client's chartered accountant completes it. ATARE presents Eronda neither as "certified" nor as "approved".