



General Terms of Sale — Websites and marketing

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 **Annexes 1 to 4**, specific to websites and marketing. In case of difference, the annex for the activity concerned prevails over the common part, and the signed quote or 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 websites and marketing:** it comprises the common part and Annexes 1 to 4 (rented website, purchased website, website options and SEO, marketing).

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 1), 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 subscriptions are set out in Annexes 1 and 3.

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 (logo and identity: Annex 4).
- 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 1 — Professional website by subscription

1.1 What is included

- The **creation of the website** (WordPress, up to 5 pages), **free of charge** with the subscription: a custom design and a **theme created for the client** from ATARE's common code, adapted to mobile, tablet and computer.
- Included in the subscription: hosting, the SSL certificate, the firewall and virus protection, a daily backup with 30 days of history, updates and maintenance, protected access, getting the website back up and running in case of a problem, management of the domain name, website storage space up to 1 GB, **3 professional email addresses of 2 GB**, basic SEO settings (SEO Ready) and **2 small changes per month** (they do not carry over from one month to the next).
- A WordPress "Author" account so that the client can edit its own texts.
- For the redesign of an existing website: an inventory of the old pages and their redirects, and monitoring of errors for 4 weeks.

1.2 What is not included

- Writing the texts: the client provides its texts, logo, photos and information. Copywriting is an option.
- The purchase and renewal of the domain name, which is **registered in the client's name** and belongs to the client. ATARE helps the client register it and handles its technical management.
- Additional pages, options (Annex 3) and custom work.

1.3 The steps

1. Discussion and quote, free of charge and without obligation.
2. Signature of the order form online, **with no direct debit at all** at this stage.
3. ATARE sends a **visual of the home page**. If it is not suitable, the client may **cancel free of charge within 48 hours** of it being sent.
4. Creation of the complete website, on a prototype address closed to the public, with **3 rounds of revisions**. A complete redesign requested after approval of the visual is subject to a quote.
5. Going live after the client's approval.

No free mock-up or prototype is produced before signature.

1.4 Term, guaranteed price and payment

- The subscription starts on the date stated on the order form. **Initial commitment of 12 months**, then automatic renewal for 12-month periods.
- The client may terminate with effect on the anniversary date, with **one month's notice**.
- The **launch price is guaranteed for up to 5 years**, as long as the subscription is renewed without interruption.
- The subscription is debited monthly in advance.

1.5 Early termination

- **During the 1st year**, a client who stops repays the unamortised portion of the free website creation: value of the creation × remaining months ÷ 12. Value of the creation: **2 490 € excl. tax / 2 790 \$ / 24 900 ₪**.
- **From the 2nd year**, a client who stops before the anniversary date pays for the current year in full.

1.6 End of the subscription

At the end of the subscription, the client pays what it owes and the website is switched off. ATARE gives the client an export of its content and data for its new provider. **The website, the design and the theme remain the property of ATARE** and are not handed over. The domain name remains with the client. The mailboxes are closed: the client retrieves its messages before the end date.

A client who wants to own its website chooses the purchased website (Annex 2).

1.7 Content and use

The client approves all content before it goes live and remains responsible for what it publishes, its products, its prices and its legal notices. It must not use its hosting or its emails for mass mailings or illegal content; if it does, ATARE may suspend the service.

Annex 2 — Purchased website

- The client buys a website like the one in Annex 1, for a single price, without a subscription: **its website, its content and its domain name belong to it**, and it hosts the website wherever it wants.
- **The theme is not transferred: it is lent**. The theme and ATARE's common code remain the property of ATARE. They are made available to the client for this website only, without time limit, **without the right**

to resell, copy or reuse them for another website.

- The website is installed with the hosting provider chosen by the client or delivered as a file. Corrections are included for **30 days** after delivery.
 - Payment: **half on order, half on delivery**. No special offer and no price guaranteed for 5 years.
 - After delivery, nothing is included (hosting, security, backups, updates, emails, changes). The client may take:
 - **hosting with ATARE**, paid in advance for one year; on a website hosted by ATARE, **all automatic updates are mandatory**, plugins included;
 - **maintenance**, by monthly subscription;
 - work at the hourly rate.
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Annex 3 — Website options, emails and SEO

3.1 Common rules

- A monthly option follows the term and renewal of the website subscription, unless a specific commitment is stated below or in the price list.
- One-off services (set-up, integration, audit) are paid once, on order.

3.2 Search engine optimisation (SEO)

- ATARE commits to a **list of actions** described in the offer, **never to a ranking** in Google or any other search engine.
- Each package includes the previous one: SEO Local includes Google Local Care, and SEO Business includes SEO Local.
- Commitment: that of the website for Google Local Care; 6 months for SEO Local and SEO Business.
- The client gives us access to its Google business listing; it remains the owner of the listing.

3.3 Website AI assistant

- Three levels (Start, Business, Pro), with or without an avatar. Each level has its own question limits (per month and per visitor), stated in the price list.
- When the limit is reached, the assistant pauses and displays the client's contact details until the next period. The client is notified at 80% and may move up to the next level.
- The answers are produced by an artificial intelligence supplied by a specialised provider. They may contain errors: the client reviews the instructions and information given to its assistant and remains responsible for what it tells its visitors.

3.4 Emails and storage space

- Three 2 GB mailboxes are included with the website. Additional mailboxes, larger mailboxes and additional storage space are charged monthly.
- The mailboxes are created for the addresses listed in the signed order form.

3.5 Online shop and other options

- The client is responsible for its terms of sale, prices, taxes, deliveries and the distance-selling rules of its country. Payment accounts (Stripe, PayPal, etc.) are opened **in the client's name**.
 - Connections with LINE, Messenger, WhatsApp or other software: set-up without programming is included; technical connections (API) are subject to a quote.
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Annex 4 — Marketing, advertising, social media, campaigns, graphic design, printing, items and audits

4.1 Approval

The client approves each creation (print proof, final version, posting schedule, campaign message) before it is published, sent or printed. Once approved, a creation can no longer be held against ATARE for an error that the client could have seen.

4.2 Images and videos created by artificial intelligence

The number of attempts included is stated in the offer. They may differ from the actual product: the client checks that they do not mislead its own customers.

4.3 Logo and visual identity: rights assigned

For the logo, the logo with its palette and typefaces, the complete identity and the redesign of a logo, ATARE **assigns to the client**, after full payment, its economic rights as author in the final approved creation: the rights of **reproduction, representation and adaptation**, on an exclusive basis, on all media and for all uses related to the client's business, worldwide and for the entire legal term of the rights. The price of this assignment is included in the price of the service. The files of the final creation (vector and image formats) are given to the client.

Options and proposals not selected remain the property of ATARE. ATARE retains the right to show the creation in its portfolio (Article 11). Before filing a trademark, the client checks its availability itself: ATARE does not guarantee that a name or sign can be registered.

4.4 Other creations

Right of use for the use stated in the quote, after full payment.

4.5 Advertising (Google, Facebook and Instagram, TikTok)

- The advertising accounts are opened **in the client's name**, and the client invites ATARE to them as a manager. The **advertising budget** is separate from our fees: the client pays it directly to the platforms. ATARE never advances any budget.
- Management is sold per platform and per month. It covers an advertising budget of up to 2 000 € per month and per platform (or its equivalent); above that, 10% of the budget spent is added to the management fee.
- Initial commitment of **3 months**, then month to month; the client may stop with one month's notice.
- ATARE launches a campaign, changes its budget or stops it with the client's agreement. The platforms apply their own rules and may refuse or suspend an ad; ATARE is not responsible for this. ATARE guarantees no campaign result.

4.6 Social media

- The pages and accounts are **in the client's name**; the client remains their owner and gives ATARE manager access.
- The client provides its photos and videos and approves the month's schedule. A post that could not be approved in time is not carried over to the following month.
- Replies to comments and messages are made on business days. ATARE forwards to the client anything that requires the client's own reply (price, quote, complaint).
- Initial commitment of **6 months**. ATARE guarantees neither a number of followers, nor an audience, nor sales.

4.7 Email and SMS campaigns

- **Credits:** one email credit = one email sent to one recipient. One SMS credit = one SMS of 160 characters, or of 70 characters when the message contains special characters, emojis or Thai; a longer message uses several credits, and the number is displayed before sending. Credits are valid for **12 months** after purchase, for the sending region purchased. They are neither refundable nor transferable to another client.
- **Contact lists:** the client warrants that it has the right to write to each contact (the contact's consent or another basis permitted by the law of its country), that it keeps proof of this and that it informs ATARE of the origin of each list. ATARE may refuse a list, remove addresses or suspend a campaign, without refunding the credits already used.
- **Purchased or rented lists:** they are never mailed from our sending tools. A campaign to a rented list is sent by the owner of the list, subject to a quote.
- Each message identifies the sender and allows recipients to unsubscribe free of charge (STOP mention for SMS). ATARE sends advertising SMS only at the times permitted in the recipient's country.
- ATARE guarantees neither the delivery nor the opening of messages: operators and email services may filter them. The registration of a sender name depends on the operators' lead times.

4.8 Marketplaces, platforms and directories

- ATARE starts with an **audit** of the platforms useful to the client's trade. Its price is deducted from the set-ups ordered within the **3 months** following delivery of the report, up to the amount of those set-ups.
- The accounts are opened **in the client's name**; the client accepts the terms of each platform and pays its subscriptions and commissions directly. ATARE is not responsible for the acceptance, refusal or suspension of an account, or for changes to a platform's rules.

4.9 Printing and manufacturing of items

- The client may have items printed or manufactured wherever it wants: it then buys only the creation.
- At the client's request, ATARE orders the printing or manufacturing (textiles, embroidery, items, plates, stickers, banners, trade-show displays) from a printer or manufacturer, and re-invoices it **at the price paid by ATARE to the supplier (including transport and non-recoverable taxes) plus 35%**, paid in full before the order is placed with the supplier.
- Production starts on the basis of the print proof approved by the client. Lead times and delivery are those of the supplier. Colours may vary slightly between the screen, paper and each material. In the event of a defect, ATARE forwards the claim to the supplier.

4.10 Audits and diagnostics

- The web and digital audit and the commercial and operational diagnostic result in a **report** delivered to the client. ATARE observes the client's website and presence from the outside, without any intrusion attempt, and relies on public information at the date of the audit and on the access and documents the client provides.
- The findings and recommendations are valid as at the date of the report. The report replaces neither an authorised security test, nor legal advice, nor a certification. The client decides what to retain and implements it.
- The report is reserved for the client's internal use. Travel is re-invoiced at actual cost, unless a flat fee is stated in the quote.