

Terms and conditions

Last update: July 6, 2020

These general conditions of sale (hereinafter “General Conditions of Sale” or the “GTC”) are those of:

SEOPress, SASU with a share capital of 1,000 euros,
Headquarters: 26, allée de Cantau, 64600 Anglet
Registration with the RCS of Bayonne under the number 843 629 643
The President of SEOPress is Mr. Benjamin Denis.

The SEOPress solution is a plugin (also called extension module) designed and developed by the company SEOPress, complementing the WordPress software. The plugin is referenced in the official directory of WordPress.org extensions

This plugin offers various features aimed at optimizing the natural referencing of websites on search engines (SEO), as well as the click-through and conversion rate (SMO).

The company SEOPress offers a free version of the plugin with basic functionalities, and a paid version SEOPress Pro (hereinafter the “Solution” or “Solution SEOPress Pro”), including additional functionalities as well as update services, support and maintenance.

These General Terms and Conditions relate to orders for the SEOPress Pro Solution.

Article 1 – Documents making up the customer contract

The contract (hereinafter the “Contract”) which governs the contractual relations between the company SEOPress and the Client (hereinafter the “Parties”) is composed of the following contractual documents:

The SEOPress Pro Solution Order placed by the Client on the SEOPress company website: www.seopress.org;
These General Conditions of Sale (CGV);
Customer privacy policy.

In case of contradiction between them, the higher ranking document will prevail.

The Contract constitutes the entire and sole agreement of the Parties to the provisions which are the subject of it. Consequently, it replaces from its entry into force any contract, written or oral, including previous versions of the contract, previously applicable on the date of entry into force of the Contract and having the same purpose, unless expressly disagreed by the Client. formulated by registered letter with acknowledgment of receipt within 15 days of the communication of this Contract to the latter.

The Contract can only be modified by means of a new Order.

Article 2 – Nature of the Contract

This Agreement constitutes an electronic commerce contract.

2.1 Special provisions for Professional Customers:

The Parties agree to derogate from the provisions of articles 1127-1 and 1127-2 of the Civil Code on contracts concluded electronically as well as from article 15 of the LCEN.

2.2 Special provisions for French consumer customers or residents in France:

It is specified that the Contract relating to the SEOPress Pro solution constitutes a contract concluded at a distance, within the meaning of Article L. 221-1 of the Consumer Code.

The Contract is also, within the meaning of Article L. 221-4 of the Consumer Code, a contract for the supply of digital content not supplied on a material medium.

Consequently, the Customer, as a French consumer or resident in France, acknowledges having read, before committing, the content of these GTCS, available on the Provider's site, before the validation of the Order, which include the compulsory pre-contractual information provided for in articles L111-1, L111-2 of the Consumer Code, as well as in articles L.221-5 and following of the Consumer Code.

The Customer declares that he has been informed of the characteristics of the services provided, of his rights and acknowledges that the company SEOPress remained at his entire disposal to inform him of all that was decisive before the validation of his Order.

2.3 Common provisions

The Client agrees to sign electronically and to receive an electronic copy of the Contract.

Article 3 – Description of the subscription to the SEOPress Pro Solution

The SEOPress Pro Solution subscription order includes:

- access to a customer area;
- the right to install and use, for an unlimited period, the plugin on the client's own website as well as on his clients' sites (unlimited number of sites) under the conditions of article 12 Intellectual property;
- access to all the plugin functionalities on the day of the Order;
- the provision of a license key giving right to update, support and maintenance services for the Solution for a period of 12 months.

3.1 Customer area

As part of their subscription to the SEOPress Pro Solution, the Client has a client area on the Provider's website.

After confirmation of his Order, the Customer receives an email inviting him to access his customer area using his username and a temporary password. He also receives the license key linked to his subscription.

The Customer has only one Customer account. It guarantees that the information provided is accurate, sincere and up to date. All the information entered must be accurate.

The Customer is invited to enter a new password when logging in for the first time.

Login credentials are strictly personal and confidential. The Customer undertakes to keep them secret, not to disclose them in any form whatsoever and refrains from transferring them to third parties. Any loss, misappropriation or use of identifiers and their consequences are the sole responsibility of the Customer.

The Customer undertakes to inform the Service Provider, by any means and as soon as possible, in the event of:

- theft or loss of username or password due to hacking;
- theft or loss of any terminal allowing a third party with no rights to the account.

The Customer can also, at any time, request the closure of his account, subject to his possible current subscription. Upon receipt of the request, a confirmation email is then sent to him by the Service Provider.

3.2 Features of the SEOPress Pro Solution

The functionalities of the SEOPress Pro Solution are numerous (import of metadata, management of tags, creation of site map, statistics, redirection, error tracking, etc.). These features tend to optimize the natural referencing of websites created from the WordPress CMS on search engines (SEO).

Some functions also have the function of optimizing the click-through rate of the sites and consequently, the conversion rate (SMO).

The different functionalities of the SEOPress Pro Solution in force are those described on the SEOPress Company website www.seopress.org on the day of the Customer's Order.

Once the Order has been placed, the Customer's license key allows him to install the SEOPress plugin on his website as well as on those of his customers if he wishes (unlimited number of installations). The installation of the plugin with its customers is also possible in white label.

The Service Provider makes available on its website, from the customer area, as well as on the plugin's home page, several guides, FAQs and explanatory videos to help the Customer install and use the various features of the plugin.

3.3 The services included in the subscription to the SEOPress Pro Solution

The Order of a subscription to the SEOPress Pro Solution allows the Customer to benefit, thanks to the license key, for 12 months from the following services:

- Automatic plugin updates

These updates allow the Customer to benefit in real time from the evolutions of the plugin, without any specific request from the Customer.

- Support service – assistance with the use of the plugin

This assistance service, carried out remotely, is available to the Customer, by email, during the opening days and hours, from Monday to Friday, during the usual opening hours (French hours – closed on Saturdays, Sundays and public holidays) .

For any ticket opening, the Customer is invited to send an email to the support service directly from their customer area.

Only exchanges in French and English are possible.

As part of the usage assistance, the Provider may, in certain cases, have to intervene directly on the plugin installed on the Client's website. The conditions of access and intervention will be communicated to the Customer beforehand.

- Corrective maintenance

Corrective maintenance aims to correct anomalies specific to the plugin.

In this context, the Service Provider may have to intervene remotely on the plugin installed on the website, on the days and hours when the support service is open. The Service Provider cannot however guarantee the total absence of anomalies. In addition, maintenance is not applicable in the event of the Customer's refusal to collaborate in resolving anomalies and in particular to answer questions and requests for information made by the support service; use of the plugin not in accordance with its destination or the instructions given by the Service Provider, in particular, if the anomaly is due to an event or environment placed under the control of the Customer or a user; installation of software or operating systems incompatible with the plugin; failure of electronic communication networks; voluntary act of degradation, malice, sabotage; deterioration due to force majeure; of non-compliance with the conditions of the Contract. At the end of a subscription, the Customer can no longer use his license key to benefit from updates, service support and maintenance.

The Customer nevertheless retains the right to install and access the versions of the SEOPress Pro Solution available until the end of the subscription. However, it cannot access new versions of the Solution.

Article 4 – The stages of the Order

The Customer's Order can relate to a subscription to the SEOPress Pro Solution or a renewal.

To place a SEOPress Pro subscription order, the Customer proceeds to the following steps:

1. Selection of the SEOPress Pro Solution on the Service Provider's website www.seopress.org
2. The Customer is invited to choose the method of payment, either by bank card or through Paypal
3. Information of personal information (name, first name, email, billing address) and bank details if payment by credit card
4. Acknowledgment and acceptance of these GTCS and the Customer Confidentiality Policy. These are downloadable and can therefore be stored on a durable medium.
5. Confirmation of the Order by clicking on the "Buy" button

6. Payment under the conditions indicated

Until the payment stage, the Customer can modify the Order, in particular any errors made when entering their data, by returning to the previous screens.

Confirmation of the Order is immediately sent to client by email.

The confirmation of the Order includes a summary of the Order, the number, the date of the Order, the amount and the license key.

The Customer receives a second email indicating their username and temporary password to access their customer area and inviting them to change their password during the first connection.

The Customer can access the details of his Order from his customer area.

The Service Provider reserves the right to block an order, in particular in the event of suspected fraud or proven fraud. (compromise of identifiers,....).

Article 5 – Entry into force – Duration – Renewal

The Contract takes effect from the notification sent by email to the Customer of the Order confirmation.

The subscription for a period of 12 calendar months takes effect from this date.

At the end of the initial commitment period, the subscription will automatically be extended for periods of the same duration as its initial duration, unless terminated in writing by one or the other of the Parties at any time.

To terminate the Contract, the Customer may send an email to the Service Provider at the following address:

contact@seopress.org

If the Customer has used Paypal as a means of payment, he also has the possibility of denouncing the Contract directly from his Paypal customer area.

Finally, the Customer can also cancel the automatic renewal from their SEOPress customer area.

The Service Provider will acknowledge receipt of his request by email.

The termination of the Contract will result in the Customer being obliged to pay the Service Provider any remaining amounts due no later than the day of the end of the Contract.

At the end of the subscription, the Customer can continue to install and use the plugin on the websites of his customers in previous versions, but no longer benefits from the associated services (updates, support service and corrective maintenance).

Article 6 – Financial conditions

The price of the SEOPress Pro Solution subscription or its renewal is that indicated on the Service Provider's website on the day of the Order.

Prices are quoted in dollars. The prices are expressed without taxes. The VAT is specified as well as the amount including tax to be paid.

The price is payable in full at the time of the Order.

The Provider reserves the right to modify its prices at any time.

However, the price paid during an Order remains unchanged for subsequent Orders.

The Service Provider also reserves the right to offer preferential rates. The conditions and duration of these benefits will be presented on the site or communicated to the Customer by any other means.

When ordering, the Customer is informed that he has an obligation to pay.

The Customer is informed and agrees to receive the invoice corresponding to his Order in electronic format.

Article 7 – Evolution of functionalities and services

The SEOPress Company reserves the right to modify the functionalities and / services of the SEOPress Pro Solution, in particular to delete, add functionalities, or even to modify their characteristics or conditions for carrying out the services.

With regard to current subscriptions, the Customer is informed by e-mail of any modification likely to degrade or substantially reduce the functionalities and / or services, at least one month before the implementation of the modification. The Customer may in this case terminate his subscription by simple request sent to the following address: contact@seopress.org. Customer will then be liable for the price of his subscription in proportion to its use, until the early term of the latter.

Article 8 – Right of withdrawal applicable to French consumer customers or resident in France

8.1 Principle of the right of withdrawal

The Service Provider reminds the French consumer Client or resident in France, that he has in principle a withdrawal period of 14 calendar days, without having to justify a reason, or to pay any fees or penalties.

The period runs from the day after the confirmation of the Order.

8.2 Exercising the right of withdrawal

If he wishes to retract after placing an Order, the Customer can use the withdrawal model below, but this model is not compulsory. For the withdrawal period to be respected, it is sufficient for the Customer to notify the service provider of his intention to withdraw before the expiration of the period at the following contact email address: contact@seopress.org

Model withdrawal form that the Customer can use if they wish:

I hereby notify you of my intention to withdraw from my order of the SEOPress Pro solution No. _____
Client name _____
Customer Address _____
Email _____ (only in case of notification of this form on paper)
Date _____ (only if this form is notified on paper)
Signature (only if this form is notified on paper) _____

The Service Provider will acknowledge receipt of the Customer's request for withdrawal.

In the event of exercise of the right of withdrawal, the Service Provider will reimburse in full the amounts paid, within fourteen (14) calendar days following the notification of the request for reimbursement and via the same means of payment as that used during the payment.

Article 9 – Right of withdrawal applicable to professional or foreign customers

Professional or foreign customers do not benefit from the mandatory legal provisions on the right of withdrawal referred to in article 8.

However, the Service Provider agrees contractually to the latter the right to retract within the period of 14 days under the same conditions as those referred to in article 8.

Article 10 – Obligations of the Provider

The Service Provider undertakes to take all the diligence and care necessary for the proper performance of the Contract and to keep the Customer informed of the difficulties or incidents that may arise during the course of the services. The Service Provider undertakes to implement the means necessary for the execution of the services defined in this Contract.

The SEOPress plugin integrates with a number of software and extensions, including page builder, e-commerce, translation, performance and statistical analysis extensions.

The list of solutions compatible with SEOPress is that in force on the Provider's site at the time of the Order.

However, the Service Provider does not in any case guarantee the total and perfect compatibility of its extension with the solutions used by the Customer. It is therefore up to the Customer to check, in advance, whether this compatibility is possible or not.

Article 11 – Obligations of the Client

The Customer will communicate to the Service Provider, as soon as possible, any information that the Service Provider considers necessary for the proper performance of the Services as defined in the Contract as well as all documents and data, accurate, legible and complete, necessary for the execution of the benefits.

The Customer is solely responsible:

- how he uses the plugin,
- the purposes for which he uses it,
- the use of the results provided by the plugin,
- data that he puts on plugin.

The Client undertakes to use the plugin made available to it only for lawful purposes, in accordance with the law, current regulations (in particular those relating to the protection of personal data and intellectual property), to public order and good morals.

The Customer also agrees not to use the plugin for the purpose of hindering or altering its operation, in particular by obstructing it, voluntarily or involuntarily, by the untimely transfer of content, apart from the cases of intended use.

It is the Customer's responsibility to keep all of their data and make their own backups. The Service Provider does not provide backup or electronic archiving services.

Article 12 – Intellectual property

The Customer is informed that the license conditions of the SEOPress plugin are those provided for by the general public license GNU v2 attached to WordPress available on the following link: <https://www.gnu.org/licenses/old-licenses/gpl-2.0.fr.html>

In addition to the conditions of this license, the Service Provider intends to specify to the Customer the following conditions:

- the right to install and use the SEOPress Pro Solution concerns the Customer's website (s) and those of its direct customers, to the exclusion of any other person;
- if the contractual relationship between the Customer and one of his customers ends, the Customer undertakes to delete his license key from that customer's website, or deactivate the domain name concerned from his customer account, after the relationship ;
- the Customer has the right to install the SEOPress Pro plugin on the websites of his white label customers, that is to say under his own brand. However, he is prohibited from
 - reselling the SEOPress Pro solution as well as the plugin;
 - At the end of the subscription, the Customer can continue to install and use the SEOPress Pro Solution but he loses the right to updates, support service and maintenance.

Article 13 – Protection of personal data

Within the framework of the Contract, the Service Provider may be required to carry out personal data processing on behalf of the Client, either as a data controller, or as a subcontractor or cascade subcontractor (for corrective maintenance).

The rules relating to the protection of personal data are provided for in the Customer Confidentiality Policy.

Article 14 – Subcontracting – Transfer

The Customer gives the Service Provider general authorization to subcontract all or part of the services to any service provider of his choice.

In any event, the Provider will remain responsible vis-à-vis the Client for the proper performance of the contract and the services by the subcontractor to which it will have recourse.

The Service Provider is also authorized to assign the Contract to any assignee of his choice. The transfer will be the subject of information to the Customer. In the event of the assignment of this Contract by the Service Provider, the Customer accepts that the Service Provider is not jointly liable for the proper performance of the Contract by the assignee.

Any transfer, subrogation, substitution or other form of transmission of this Contract by the Customer is prohibited without the prior written consent of the Service Provider.

Article 15 – Termination

In the event of failure by a Party to one of its obligations under this Contract, the other Party shall have the option, 30 days after formal notice sent by registered letter with acknowledgment of receipt which has remained without effect, to terminate the this Contract as of right without prejudice to any damage and interest to which it could claim because of the alleged breaches.

If the Contract is terminated for breach of the Customer, the Customer will lose their license key and the right to access and use the plugin of the SEOPress Pro Solution.

Article 16 – Confidentiality

The Parties recognize the confidential nature of all the information exchanged between them during the negotiation of the Contract and during its execution as well as the information and data on the basis of which the Services are performed and undertake to keep them confidential.

Each Party undertakes to do everything in its power to ensure that this confidentiality obligation is respected by all of its personnel or any other person who may be assigned to the performance of the contract.

This confidentiality obligation will apply to each Party throughout the duration of the Contract and will survive for a period of five years from the end of this one.

Article 17 – Evidence agreement

The Parties intend to lay down the rules relating to evidence admissible between them in the event of a dispute and their probative value. The Parties recognize the validity and perfect probative value of the following elements and procedures as well as the signatures and authentication procedures which they express:

- the confidential identifiers and passwords used;
- license keys;
- data and files stored on websites;
- automatic notifications (emails);
- IP addresses and connection logs and file download logs.

The Parties also recognize the validity and perfect evidentiary value of the electronic signatures that may be affixed to the Contract, thus formalizing the agreement of the two Parties on the terms of the Contract on its date of signature.

The Professional Client undertakes not to contest the admissibility, validity or probative force of the above-mentioned elements.

Article 18 – Liability

18.1 Absence of liability of the Service Provider in the following cases (applicable to all Customers):

SEOPress has no control over the use of the plugin by the Customer and its own customers, as well as over the results obtained. The Client therefore accepts that SEOPress will in no case be liable in any way whatsoever due to the use made by the Client or its direct clients, of the results obtained, or of the content of the data which is introduced in the plugin.

The Service Provider cannot be held liable in the event of:

- fault, negligence, omission or failure of the Client or its direct clients, which would constitute the exclusive cause of the occurrence of the damage,
- dysfunction or unavailability of a tangible or intangible asset in the event that it has been supplied by the Client or a direct client,
- accidental loss or destruction of data by the Customer, direct customer or a third party who accessed the plugin using their identifiers,
- force majeure.

In addition, the Service Provider cannot in particular be held responsible for interruptions of services or damage linked to:

- abnormal or fraudulent use of the Plugin by the Customer, his direct customer or third parties requiring the termination of the Solution for security reasons;
- a fraudulent intrusion or maintenance of a third party on the Solution, or illegal data extraction, despite the implementation of security means in accordance with current
- technical data, the Service Provider bearing only an obligation of means with regard to known security techniques;
- the nature and content of the information and data integrated into the plugin.

18.2 Special provisions applicable only to French Consumer Customers and residents of France

In accordance with the legal provisions in force, the Service Provider is automatically responsible for the Customer for the proper performance of his contractual obligations. The Service Provider cannot be held liable if the non-performance or the delay in the performance of an obligation results from a case of force majeure (in particular in the event of natural disasters, fires, internal or external strike, default or internal or external failures) or an unforeseeable and insurmountable fact of a third party.

18.3 Special provisions applicable to Professional Customers and Foreign Consumer Customers or those not resident in France

By way of derogation from Article 15 of the LCEN, the Service Provider is subject to a general obligation of means. The liability of the Service Provider can only be questioned for proven fault.

18.4 Limitation and ceiling of liability (applicable to all Customers)

In any event, the Provider cannot be held liable for any indirect damage, such as in particular loss of turnover, loss of profit, loss of orders, loss, inaccuracy, or corruption of files or data, loss of opportunity, image disturbance or any other special damage or event beyond its control or for any reason not attributable to it.

By express agreement between the Parties, the liability of the Service Provider is limited, all direct damages combined, at the price excluding tax of the Order.

The Service Provider's liability under the Contract will be time barred one (1) year from the date of the harmful event.

Article 19 – Miscellaneous provisions

Each of the clauses of this Contract must be interpreted, as far as possible, so that it is validated with regard to the law applicable to it. If any of the stipulations of this Contract turns out to be illegal, void or unenforceable by any court or competent administrative authority under an enforceable decision, this stipulation will be deemed unwritten, without altering the validity of the other stipulations and will be replaced by a valid stipulation of equivalent effect, which the Parties undertake to negotiate in good faith, and such as the Parties would have agreed if they had known the illegality, nullity or unenforceability of said stipulation.

The fact that a Party does not take advantage of any provision of this Agreement shall in no case be deemed to be a waiver of its right to require compliance with each of its clauses and conditions.

Article 20 – Applicable law and competent courts

The French version of these general conditions prevails and takes precedence over any other version written in a foreign version.

The Contract is governed by French law. Any dispute arising from the interpretation, execution or termination of an Order or these General Conditions will be the subject of a prior attempt to reach an amicable settlement.

Failing amicable settlement within thirty (30) days from the notification of the dispute by the most diligent Party, the dispute will fall under the exclusive jurisdiction of the courts of Bayonne, notwithstanding plurality of defendants or call in warranty, even for emergency or precautionary procedures.

By way of derogation from the foregoing, and in accordance with articles L 611-1 et seq. Of the Consumer Code, the French consumer Client or resident in France has the right to have free recourse (except for possible attorney and expert fees) to a consumer mediator with a view to the amicable resolution of a dispute between him and the Service Provider.

After the Consumer's prior written approach to the Provider, which has remained unsuccessful, the mediator service can be seized for any consumer dispute whose settlement has not been settled.

Since February 15, 2016, the online platform for the amicable settlement of disputes of the European Commission is open to the public. Any consumer who encounters a dispute with a company located in the territory of the Union has the possibility of filing a request for mediation through this European platform. The Customer can also consult the [European Commission website](#) dedicated to consumer mediation.

In the event of a dispute with a French Consumer Client or resident in France, not settled amicably, express jurisdiction is assigned to the court of the place of residence of the defendant, in accordance with article 42 of the Code of Civil Procedure, or, at the choice of this last, to the place of actual delivery of the Product sold, or to the place of performance of the Services, in accordance with article 46 of the code of civil procedure.