**General Terms & Conditions of Sale**
**SEER-CS**


**Preamble**

SEER-CS, a simplified joint stock company with capital of €141,000, registered in the Trade and Companies Register of Le Havre under number B 934 097 833, having its registered office at 88 Rue de Belfort, 76620 Le Havre, France (hereinafter referred to as '**SEER-CS**') publishes a predictive tool to analyze price trends for Counter Strike skins (hereinafter referred to as the '**Software**'), provided online in SaaS ('Software as a Service') mode via the website available at the URL address www.seer-cs.com (hereinafter the '**Site**').

These general terms and conditions of sale (hereinafter the '**GTC**') are intended to govern all commercial relations between SEER-CS and any natural person wishing to use the Software (hereinafter the '**Client**').

By validating their Order, Clients acknowledge that they have read, understood and unreservedly accept these GTC. The Client acknowledges having the legal capacity to contract, i.e. being at least eighteen years old and not under guardianship or curatorship, in order to validly place an Order on the Site.

The GTC and the Order form the entire contract between the parties (the '**Contract**').

SEER-CS reserves the right to update the GTC at any time and undertakes to inform the Client by any means.

The GTC applicable are those in force on the date of the subscription to the Software by the Client.

The rights to use the Software are governed by these GTC.

In addition to the GTC, the Client is hereby informed that in order to access the Software, the Client must accept the general conditions of use published online by SEER-CS (hereinafter the '**GCU'**).

This preamble forms an integral part of the GTC.

**Article 1 – Definitions**

Capitalized terms in the GTC, whether used in the singular or plural, have the meanings set out below.

'**Account**' refers to the Client's account on the Site enabling him/her to access the Service and Solutions;

'**Anomalies**' means difficulties in the operation of the Software - repetitive and reproducible - which may be of three types:

- '**Blocking Anomaly**' means any malfunction that makes it impossible to use the Software;

- '**Semi-blocking Anomaly**' means any operational anomaly that allows the Software to be used for some of its functions;

- '**Minor Anomaly**' means any minor operational anomaly that allows full use of the Software for all of its functions, even if this is achieved by a workaround procedure;

'**Contract**' means the contractual whole consisting of these General Terms and Conditions and the Client's Order on the Site;

'**Maintenance**' means all operations aimed at keeping the Software applications in working order, updating them and ensuring their availability;

'**Order**' means the order placed by the Client on the Site for a subscription to the Software;

'**SaaS**' means "Software as a Service" or software provided online;

'**Server**' means computer equipment designated by a serial number, consisting of computers or central processing units, their peripherals or accessories, including, where applicable, the network that manages the exchange of information;

'**Service**' means the service provided by SEER-CS to the Client in SaaS mode, enabling the Client to use the Solutions;

'**Software**' means the digital solution called "SEER-CS" provided by SEER-CS in Saas mode;

'**Solutions**' refers to the operational functions of the Software listed in the GTC and/or on the Site and made available to the Client as part of the Service;

'**Subscription**' refers to the subscription to the Software taken out by the Client and formalized by acceptance of the Order on the Site;

## Article 2 – Purpose

The purpose of these GTC is to define the conditions under which SEER-CS makes the Software and its Solutions available to the Client in SaaS mode.

SEER-CS grants the Client, who accepts:

- a right of access to the Site and the Software under the conditions defined below;
- a right of final use of the Solutions;
- a set of services as defined below, in particular maintenance of the Solutions and technical support.

## Article 3 – Validation of the Order, right of withdrawal and duration of the Contract

### 3.1.    Order validation

To validate the Order, the Client must tick the box *"I have read and accept the terms and conditions of sale. I would like the service to be provided before the end of the withdrawal period and I expressly waive my right to withdraw"* and pay the price in accordance with the conditions set out below.

SEER-CS will acknowledge receipt of the Client's Order as soon as it has been validated by sending a confirmation email to the Client, reminding her/him of her/his express agreement to the supply of digital content not presented on a physical medium and acknowledging the loss of her/his right of withdrawal.

### 3.2. No right of withdrawal

The predictive data supplied via the Software constitute digital content not supplied on a physical medium, so that these services fall within the scope of the provisions of article L221-28, 13° of the French Consumer Code, which stipulates that the right of withdrawal (as provided for in articles L221-18 et seq. of the French Consumer Code, which stipulate that consumers have a period of 14 days in which to exercise their right of withdrawal from a contract concluded at a distance) does not apply to contracts for the supply of digital content not provided on a tangible medium, the performance of which has begun after prior agreement by the consumer and express waiver of his or her right of withdrawal.

Prior to placing an Order, the Client must have:

- given its prior and express agreement to the performance of the contract for the supply by SEER-CS of digital content independent of any material support before the end of the withdrawal period;
- waived their right to withdraw from the Order.

### 3.3. Duration of the Contract

The Contract will take effect from the date of the Order on the Site and the Client's acceptance of the GTC.

The Contract is concluded for the duration of the Subscription as set out in the Order.

The Subscription may be weekly, monthly or annual.

It is tacitly renewed for successive identical periods and under the same conditions, unless the Client cancels before the next expiry date, solely from the Site via his personal subscription management space available on her/his Account.

In the event of loss of the Steam login details used to connect to the Site, the Client may nevertheless cancel her/his Subscription by e-mail to contact@seer-cs.com, within the notice periods below:

- at least 48 hours before the renewal date for a weekly Subscription;

- at least 7 days before the renewal date for a monthly Subscription;

- at least 30 days before the anniversary date for an annual Subscription.

If the Client fails to give the above-mentioned notice, the Subscription will be automatically renewed under the above-mentioned conditions, it being specified that any Subscription period started is due.

### Article 4 – Description of Services

### 4.1. Solutions

The Solutions enable the Clients to obtain price predictions to help them make decisions with a view to securing their financial investments in Counter Strike skins.

Depending on the Subscription level chosen, the Client may or may not have access to certain functionalities.

The Client acknowledges having read the functionalities contained in the Solutions as described on the Site.

## 4.2. Right of Access

SEER-CS provides the Client with the Solutions accessible on its Server remotely via the Internet network.

Under the conditions of the article 'License' below, SEER-CS grants the Client the right to use, on a non-exclusive basis, the Solutions.

SEER-CS ensures (i) the Maintenance and (ii) the security of the Solutions. SEER-CS performs backups according to an established backup plan to secure the Software data.

With the exception of Maintenance periods, the Client may connect at any time, i.e. 24 hours a day, 7 days a week, including Sundays and public holidays.

Access is made from the Client's fixed or mobile computers, tablets or smartphones, using their Steam account.

## 4.3. Technical support

When using the Software, the Client benefits from a support center which can be contacted by e-mail at contact@seer-cs.com. SEER-CS undertakes to respond to the Client within a maximum of 48 (forty-eight) hours.

## 4.4. Network and technical scope

The choice of network is made by the Client and SEER-CS offers no guarantee as to the network chosen. As SEER-CS cannot be held responsible for interruptions to the network line, it draws the Client's attention to the importance of the choice of operator. In order to access the Solutions, the Client is informed of the technical requirements defined by SEER-CS and declares that they accept them as a prerequisite to the provision of the Solutions. Thus, the Client guarantees the compatibility of its local network and equipment (computers, tablets, smartphones, etc.) with the Services.

## 4.5. Client identification

Each time the Clients connect to the Service, they are authenticated on the Site via their Steam account.

The Client's Steam account login details are personal and confidential.

They enable access to the Solutions to be reserved for the Client, in order to protect the integrity and availability of the Solutions.

The Client is solely responsible for the use of said login details. The Client shall ensure that no other person not authorized by SEER-CS has access to the Services and Solutions.

In general, the Clients assume responsibility for the security of their equipment providing access to the Solutions.

In the event that the Client becomes aware that an unauthorized person is accessing the Solutions, the Client must inform SEER-CS without delay by any written means.

In the event of loss or theft of their Steam login details, the Clients shall inform SEER-CS without delay by any written means.

**Article 5 – Quality of Service**

The Client is aware of the technical hazards inherent to the Internet and the access interruptions that may result. Consequently, SEER-CS will not be held responsible for any unavailability or slowdown of the Service. SEER-CS is unable to guarantee the continuity of the Service, performed remotely over the Internet, which the Client acknowledges.

SEER-CS undertakes to implement effective controls to provide reasonable assurance that the Client may access and use the Solutions at any time.

The Service may be occasionally suspended due to Maintenance work necessary for the proper functioning of the Servers or the updating of the Software and/or Solutions.

SEER-CS may not be held responsible for the possible impact of such unavailability on the Client's activities.

**Article 6 – License to use**

SEER-CS grants the Client a personal, non-exclusive, non-assignable and non-transferable right to use the Solutions, for the entire duration of the Contract and for the entire world.

The Client may only use the Service and the Solutions in accordance with its needs and the instructions for use provided by SEER-CS. In particular, the license to the Solutions is granted for the sole and exclusive purpose of enabling the Client to use the Services, to the exclusion of any other purpose.

The right of use refers to the right to represent and implement the Solutions in accordance with their intended purpose, in SaaS mode via a connection to an electronic communications network.

The Client may under no circumstances make the Solutions available to an unauthorized third party, and is strictly forbidden from any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being limitative.

Any new functionality of the Software and/or Solutions implemented by SEER-CS during the term of the Contract will automatically benefit the Client, in accordance with the terms of the license defined in this article, provided that said functionality is included in a subscription of the same level as the Subscription chosen by the Client.

**Article 7 – Maintenance**

**7.1.    Corrective Maintenance**

An assistance service to deal with Anomalies is available by e-mail at the following address: contact@seer-cs.com.

SEER-CS will diagnose the Anomaly and then implement its correction, depending on its nature:

(a) In the event of a Blocking Anomaly, the report will be taken into account within 2 (two) working days. SEER-CS will endeavor to correct the Blocking Anomaly as soon as possible and, if necessary, will propose a workaround within 5 (five) working days.

(b) In the event of a Semi-blocking Anomaly, the report will be taken into account within 5 (five) working days. SEER-CS will endeavor to correct the semi-blocking Anomaly and will propose a workaround solution that may allow the use of the functionalities in question within 8 (eight) working days.

(c) In the event of a Minor Anomaly, the report will be taken into account as soon as possible. SEER-CS may propose the correction of the minor Anomaly in a new version of the Service to be delivered as part of upgrade Maintenance. A Minor Anomaly includes a negative price prediction resulting from an insufficient number of data.

SEER-CS is not responsible for Maintenance in the following cases:

-   refusal by the Client to cooperate with SEER-CS to resolve Anomalies and, in particular, to respond to questions and requests for information ;
-   use of the Services in a manner that does not comply with their intended purpose or with the instructions provided by SEER-CS;
-   unauthorized modification of the Solutions by the Client or a third party;
-   failure by the Client to meet its obligations under the Contract;
-   implementation of any software package, software or operating system not compatible with the Service;
-   failure of electronic communication networks;
-   deliberate acts of damage, malice or sabotage;
-   deterioration due to force majeure or misuse of the Services.

### 7.2.    Evolutionary Maintenance

The Client benefits from updates and functional evolutions of the Solutions at the same Subscription level.

SEER-CS undertakes to provide the Client with updated information on new versions of the Solutions.

Corrections and upgrades to the Services are expressly subject to the Contract.

The Service may be temporarily unavailable for upgrade Maintenance. They are carried out periodically after 48 hours' notice.

### Article 8 – Date processing and security

All personal data transmitted by the Client are processed in accordance with SEER-CS's privacy policy, which is accessible at all times on the Site.

SEER-CS's privacy policy explains in particular what types of personal data SEER-CS collects, how and why SEER-CS uses this information, under what conditions SEER-CS shares it with its partners or third parties, how long SEER-CS keeps this information, what rights the persons concerned have in relation to this information and how to exercise them.

In this respect, SEER-CS is the person responsible for the processing of personal data, in application of the provisions of Act n°78-17 of January 6, 1978 relating to "information technology, files and freedoms" as amended, and more generally of European regulations (Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data).

SEER-CS undertakes to implement the appropriate technical means to ensure the security of Client's personal data.

## Article 9 – Financial conditions

### 9.1.     Subscription

The prices of the various Subscription formulas are expressed in euros, all taxes included, and are specified on the Site.

SEER-CS reserves the right to modify its prices at any time, it being understood, however, that the price shown on the Site on the day of the Order will be the only price applicable to the Client.

The price of the Subscription taken out by the Client is detailed in the Order.

Subscriptions may be taken out on a weekly, monthly or annual basis.

The Subscription will only come into effect once the first payment has been received by SEER-CS.

Payment for weekly or monthly Subscriptions must be made in full at the time of subscription, and again at each tacit renewal.

Annual Subscriptions are payable in twelve monthly instalments from the date of subscription.

All payments will be made by credit card, using a direct debit system set up by the payment service provider chosen by SEER-CS.

Any subscription period started is due in full, no refund will be granted.

### 9.2.     Default of payment

In the event of non-payment by the Client of an invoice when due, SEER-CS reserves the right to:

- suspend access to the Services until full payment has been received;

- terminate the Contract ipso jure 15 (fifteen) days after SEER-CS has sent, by any written means, a formal notice which has remained without effect, it being specified that such termination shall result in the sums remaining due to SEER-CS for the current Subscription becoming payable.

## Article 10 – Intellectual property

SEER-CS is and remains the owner of the tangible and intangible property rights relating to all elements of the Software and Solutions made available to the Client, and more generally to the IT infrastructure implemented or developed within the framework of the Contract.

The Contract does not confer upon the Client any right of ownership over the Solutions. The temporary provision of the SEER-CS Solutions under the terms of the Contract shall not be construed as a transfer of any intellectual property rights to the Client, within the meaning of the French Intellectual Property Code.

The Client may not reproduce any element of the Software, or any documentation concerning it, by any means, in any form and on any medium whatsoever, subject to the rights granted hereunder.

The Client may not assign all or part of the rights and obligations resulting from the Contract, whether under a temporary assignment, a sublicense or any other contract providing for the transfer of said rights and obligations.

## Article 11 – Liability and warranties

### 11.1. SEER-CS's liability and warranties

SEER-CS represents and warrants that it holds all intellectual property rights to the Site, the Software and the Solutions, enabling it to enter into the Contract.

SEER-CS represents and warrants that the Solutions are not likely to infringe the rights of third parties.

SEER-CS undertakes to perform its obligations under the Contract diligently and in accordance with the rules of the trade, it being specified that it has an obligation of means, to the exclusion of any obligation of result, in particular with regard to the predictive data obtained via the Software, which the Client expressly acknowledges and accepts.

SEER-CS undertakes to use its best efforts to ensure the security of the Solutions. SEER-CS guarantees the Client exclusive access to the Account and will not communicate its contents to any third arty.

However, SEER-CS cannot be held responsible for any lack of vigilance on the part of the Client in maintaining the confidentiality of the Client's Steam login details.

SEER-CS undertakes to use the information, documents, data and, more generally, all elements that may be transmitted to it within the framework of the present agreement solely for the purposes of executing the Contract, and not to distribute or share them with any third party whatsoever, unless expressly requested or agreed to by the Client.

SEER-CS's intervention is limited solely to the provision of Services, to the exclusion of all others. In this respect, the Clients acknowledge and accept that the Services are provided to them personally, SEER-CS not intervening in any way in the relationship between the Clients and third-parties.

SEER-CS undertakes to carry out regular checks to verify the operation and accessibility of the Software and Solutions. In this regard, SEER-CS reserves the right to temporarily interrupt access to Services for scheduled maintenance.

SEER-CS may not be held responsible for temporary difficulties or impossibilities in accessing the Services due to circumstances beyond its control, force majeure, or due to disruptions in telecommunication networks.

In any event, SEER-CS's liability hereunder shall be limited to direct damages suffered by the Client.

Consequently, SEER-CS shall in no circumstances be liable for any indirect or unforeseeable loss or damage suffered by the Client or third parties, including in particular any loss of profit or loss, in connection with or arising from the non-performance or faulty performance of the services.

In addition, the Client benefits from the legal guarantee of conformity (articles L. 217-1 et seq. of the French Consumer Code) and the guarantee against hidden defects (articles 1641 et seq. of the French Civil Code):

**i)     Legal warranty of conformity**

The Client has a period of two years from the provision of the Services to take action under the legal warranty of conformity, the presumption of anteriority of the defect being set at 1 (one) year.

The defective digital content or service must be brought into conformity, free of charge, within 30 days. Failing this, the Client may obtain a price reduction or may terminate the Contract.

**ii)     Legal warranty against hidden defects**

The Client may decide to invoke the warranty against hidden defects of the item sold, as defined in article 1641 of the French Civil Code.

In this case, the Client may choose between rescission of the sale or a reduction in the purchase price, in accordance with article 1644 of the French Civil Code.

**11.2.    Client's liability and warranties**

The Client undertakes to provide SEER-CS with all documents, elements, data and information necessary for the performance of the latter's obligations under the Contract.

More generally, the Client undertakes to cooperate actively with SEER-CS for the proper performance hereof and to inform SEER-CS of any difficulties relating to such performance.

The Client declares that it has sufficient knowledge of the characteristics and functionalities of the Software and Solutions.

In its use of the Software and Solutions, the Client undertakes to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

It is also the Client's responsibility to alert SEER-CS of any attack, potential threat or attempted intrusion by a third party into the Account.

The Client is informed and accepts that the use of the Solutions and the implementation of the Services require that it be connected to the Internet and that the quality of the Services depends directly on this connection, for which the Client is solely responsible.

The Client undertakes not to sell, assign, grant or transfer all or part of her/his rights or obligations hereunder to any third party, including if this third party has a direct or indirect link with the Client, in any way whatsoever.

The Client indemnifies SEER-CS against any and all complaints, claims, actions and/or demands that SEER-CS may suffer as a result of the Client's breach of any of its obligations hereunder. The Client undertakes to pay SEER-CS all costs, charges and/or judgments it may incur in this respect.

**Article 12 – Insurance**

SEER-CS certifies that it has taken out the necessary insurance to cover the risks associated with the exercise of its activity, and in particular an insurance policy guaranteeing its professional civil liability. It undertakes to maintain this insurance policy in force for the duration of the Contract.

**Article 13 – Termination**

In the event of failure by one of the parties to the Contract to meet its obligations, the Contract may be terminated by operation of law by the other party fifteen (15) days after the sending of a formal notice by any written means which has remained without effect.

**Article 14 – Mediation**

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, SEER-CS is a member of the SMP (Société Médiation Professionnelle) Consumer Mediation Service, whose contact details are as follows: Société Médiation Professionnelle – Médiateur de la consommation, 24 rue Albert de Mun, 33000 Bordeaux France ([www.mediateur-consommation-smp.fr](www.mediateur-consommation-smp.fr)). After the Client has first contacted SEER-CS in writing, the Mediation Service may be contacted for any consumer dispute which has not been settled. Details of how to contact the Mediation Service are available on the SMP website.

At European level, the European Commission provides consumers with an online dispute resolution platform available at the following address: [https://ec.europa.eu/consumers/](https://ec.europa.eu/consumers/)

**Article 15 – Miscellaneous provisions**

**15.1.    Severability of clauses**

Should one or more of the provisions of the present GTC be declared null and void or without object with regard to a legislative or regulatory provision in force and/or a court decision having the force of res judicata, they will be deemed unwritten and will not entail the nullity of the other provisions. In such a case, the nullified stipulations will be replaced by valid stipulations corresponding to the spirit and purpose of the present contract.

**15.2.    Tolerance**

No tolerance by one of the parties to the Contract, even repeated, shall constitute a waiver of any of the stipulations of the Contract.

**15.3.    Applicable law**

These GTC and, more generally, the Contract are subject to French law, to the exclusion of any other legislation.

**15.4.    Disputes**

In the event of any dispute relating to the validity, interpretation, performance or termination of the GTC or the Contract, the parties shall seek an amicable settlement before taking any legal action.

Failing amicable agreement, disputes will be referred to the competent courts within the jurisdiction of the Rouen Court of Appeal, notwithstanding plurality of defendants, incidental claims, intervention or warranty claims.