

General conditions of sale

Preamble

The company Ask for the Moon is developing a solution for sharing and capitalizing know-how.

Ask for the Moon is part of a co-construction process with its customers and users to provide this solution.

These General Terms and Conditions of Sale set a general framework for this collaboration. The applicable contractual provisions and special conditions of sale prevail over these General Terms and Conditions of Sale.

Section 1. Purpose and scope of application

The services provided by Ask for the Moon are the provision of the Ask for the Moon platform (sites under the askforthemoon.com domain, mobile applications, browser extensions, integrations and APIs, accessible in the form of non-exclusive user licenses) but also the support and support by the Ask for the Moon teams.

This provision of services implies compliance with these general conditions of sale.

Any acceptance of the quotation and signature of the customer implies the unreserved adherence of the buyer to these general conditions of sale.

The general conditions of sale described below detail the respective rights and obligations of the parties signing the contract in the context of their collaboration. The customer therefore acknowledges having received and accepted these general conditions of sale (GTC).

Section 2. Duration of the contract

Acceptance of the quotation by the customer constitutes a contract for a period expressly fixed by the parties. At the end of this initial period, the parties may terminate this contract.

Any renewal will be concluded for a period of one (1) year, renewable by tacit renewal. Each party may terminate this contract thus renewed by notifying it by email at contact@askforthemoon.com with a notice period of one (1) month.

Section 3. Licenses

Ask for the Moon grants the customer and its collaborators as many licenses of use as specified in the quotation, without geographical limitations. These user licenses granted to the customer are non-exclusive.

The duration of use of these licenses is equal to the duration of the contract subscribed by the customers and this under the conditions of tacit renewal as specified in article 2 "Contract duration". De facto, they will be terminated with the same formalism as specified below in the event of failure to perform these contractual obligations by the client company.

These licenses are not transferable, even in the form of sub-licenses, except for specific contractual provisions.

Consequently, the right to use the license does not in any way constitute a transfer of rights; this use is remunerated in the form of a fee as defined in the quotation.

Section 4. Prices and terms of payment

The prices of licenses and other services are those in force on the day the quotation is signed. This price is expressed in euros and is exclusive of taxes. The amount of VAT may vary according to legislative or regulatory changes in this rate.

Ask for the Moon reserves the right to offer promotional offers or price reductions. Unless otherwise stated on the quotation, these rebates are only valid for the first year of commitment.

The company Ask for the Moon reserves the right to increase its prices in proportion to the increase in [SYNTEC index](#).

Ask for the Moon undertakes to inform the client company of any price change by email at least three (3) months before the new rates come into force. These rates only apply to the renewal of the contract.

The client company is free to cancel the contract, which will continue to run until its end and will not be renewed, if it does not accept the new rates. Otherwise, the client company is deemed to have accepted the new rates.

Service prices:

Ask for the Moon services are billed based on the average daily rate as specified on the quote. The proposed rates include the discounts that Ask for the Moon may grant based on its results or the assumption by the purchaser of certain services such as support, workshops or internal communication.

License prices:

Licenses are billed based on the number of active users, which is defined as a user from the client company who used Ask for the Moon's services at least once in a year.

At the signing of the quotation, equivalent to the conclusion of the contract, it cannot include less than 200 users. Subsequent billing will be based on the previous 12 months and/or a minimum of 200 users. If exceeded during the year, additional active users will be invoiced at the rate expressly mentioned in the estimate each quarter.

Section 5. Payment terms

Payment for licenses and other services is made by SEPA transfer to the following bank details:

WINGZY - CIC

LEBANON: FR76 3006 6105 6105 6100 0204 3160 230

BIC: CMCIFRPP

Payments will be made a maximum of 30 days following the order date.

Section 6. Late payment

In the event of total or partial non-payment of licenses or other services, the buyer is liable to Ask for the Moon for a late payment penalty equal to three (3) times the legal interest rate for the semester applicable on the due date of the invoice.

This penalty is calculated on the amount including VAT of the amount remaining due, and runs from the due date of the price without any prior notice being required.

In addition to late payment, any sum, including the deposit, not paid by its due date, will automatically result in the payment of a fixed compensation of 40 euros due in respect of recovery costs. (Articles 441-10 and D. 441-5 of the Commercial Code.)

Ask for the Moon reserves the right to suspend or remove access to its services in case of non-payment.

Section 7. Delivery

The parties agree that the date of delivery of the platform to the customer will be expressly determined on the quotation in cooperation with the client company. Delivery is made by email and consists of the receipt of the connection elements, as well as the establishment of a delivery meeting, without it being possible to blame the company Ask for the Moon for a possible delay in relation to this meeting, as the connection elements have been handed over. Licenses are deducted from delivery.

Section 8. Continuous improvement

Ask for the Moon is committed to improving and updating its services according to the needs of its customers and in a co-construction approach.

To do this, Ask for the Moon reserves the right to study the behavior of users of the platform, including but not limited to the study of user sessions, recorded via the LogRocket service, and user interviews, directly or indirectly.

Likewise, Ask for the Moon may modify or remove functionalities of the platform without notice.

Section 9. Intellectual property

The client company is the sole owner of the intellectual property rights and has the sole rights to use the questions, answers, keywords (tags), users and profiles.

Ask for the Moon is the sole owner of the intellectual property rights and alone holds the rights to use the aggregated tags, the aggregation constituting an inseparable whole, user feedback, elements of its identity (name, logo, colors...) and the technologies used (client applications, web services and APIs, codes and algorithms...) and the technologies used (client applications, web services and APIs, codes and algorithms...).

The client company authorizes Ask for the Moon to broadcast its identity (Logo, name, graphic identity), of which it remains the owner, on the Ask for the Moon platform as well as on the communication media necessary for this use throughout the duration of use of the services. The affixing or use by contraction of the Ask for the Moon logos and the logo (s) of the client company therefore does not constitute an infringement in any way.

Any reproduction, representation, modification, distribution, adaptation, adaptation, commercial exploitation, commercial exploitation, reverse engineering, resale, of all or part of Ask for the Moon's services, regardless of the means or process used, is prohibited without the prior agreement of Ask for the Moon.

Section 10. Communication

The co-contractors authorize each other and without reservation, during the period of use of Ask for the Moon's services, to use the company name, trade name and/or brands, as a commercial reference for a common marketing and advertising purpose, on any type of medium and without geographical limitation.

In a common advertising interest, the client company undertakes to accept the publication and dissemination of its feedback and use cases of Ask for the Moon's services, either at its own initiative or at the initiative of the company Ask for the Moon.

Ask for the Moon reserves the right to use, after communication to the client company, elements among those mentioned above, including the elements mentioned in article 8 hereof, to communicate for commercial reference purposes and for advertising purposes.

Section 11. Reversibility and interoperability

Interoperability

In accordance with Article L. 122-6-1 of the Intellectual Property Code, the company Ask for the Moon undertakes to ensure that the information necessary for the interoperability of the platform is made easily and quickly accessible to the client company on request by email at the address support@askforthemoon.com.

Reversibility

As part of the notice of non-renewal of licenses, and without a time limit, Ask for the Moon undertakes to allow the reversibility of the use of its services.

Data retrieval is done according to market standards via the provision of files according to a documented and usable schema (.json);

Ask for the Moon undertakes to return all the data, documents and elements made available to it by the customer, including in particular the documentation and deliverables resulting from the execution of the service. Ask for the Moon undertakes not to keep any copy of it on any medium whatsoever.

A dedicated reversibility plan can be set up with the client company upon simple request by email to the following address: contact@askforthemoon.com.

Section 12. Confidentiality

Ask for the Moon irrevocably undertakes, except under legal obligation or injunction from the judicial authority, to respect the strictly confidential nature of any question, answer or tag transmitted as part of the use of its services.

Ask for the Moon is prohibited and prohibits its employees from using, letting use or revealing to anyone, directly or indirectly, in any form whatsoever, the content of confidential information transmitted on the platform.

By way of derogation from the above and in accordance with article 8 hereof, the only employees and similar persons working full-time for Ask for the Moon, and in particular the developers and engineers working on the Ask for the Moon platform, may access all the information available on the platform, recorded sessions, recorded sessions, connection statistics and the content of exchanges on the platform for the sole purpose of correcting errors and continuous improvement.

The client company may notify its refusal to allow errors to be corrected and continuous improvement implemented by email to the address support@askforthemoon.com.

In all cases, access to information transmitted through the platform is strictly limited to these authorized persons for the sole purpose of correcting errors or continuous improvement.

Ask for the Moon acknowledges that the violation of this commitment is likely to result in its liability.

All privacy provisions made by Ask for the Moon are specified in the privacy policy, available at the following link: <https://askforthemoon.com/fr/protectingYourData>.

Section 13. Resolatory clause

Any breach by the client company of the contractual conditions constitutes a cause for the termination of the contract, and in particular the delay or absence of payment.

The contract will be automatically cancelled at the expiration of a period of fifteen days from the receipt by the customer of a formal notice by registered letter with acknowledgement of receipt or extra-judicial act. This resolution is not exclusive of the right, for the company Ask for the Moon, to seek damages in compensation for its financial and economic damages.

Section 14. Force majeure

Ask for the Moon's liability cannot be implemented if the non-execution or delay in the execution of one of its obligations described in these general conditions of sale results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event within the meaning of article 1148 of the Civil Code.

Section 15. Applicable law - Disputes

This Agreement is governed by French law.

Any dispute arising between the Parties in the interpretation and/or execution of this Agreement shall be the subject of an attempt at amicable settlement between the Parties.

In the absence of an amicable solution reached between the Parties within a reasonable period of time, any dispute between the Parties will be under the exclusive jurisdiction of the Paris Commercial Court, including in the event of summary proceedings, applications or multiple defendants.

This document is the French version of the terms of use and sale. The English version is available [hither](#).

Thank you for reading our Terms of Use and Terms of Sale. If necessary, do not hesitate to [contact us](#).