

Updated December 20th, 2023

1. Introduction

The purpose of these general terms of service hereafter referred to as “**Terms**” or “**Terms of Service**”) is to define the terms and conditions under which the Services will be supplied by by Find & Order SAS, a French simplified joint stock company (*société par actions simplifiée*), whose registered address is located at 16 place de l’IRis, 92400 Courbevoie, France, registered with the Nanterre Trade and Companies Register under number 812 982 478 (hereafter referred to as “**Find & Order**” or “**We**” or “**Us**” or the “**Company**”) to the client (hereafter referred to as the “**Client**”) and to define the parties’ related rights and obligations.

Your agreement with us includes these Terms and our Privacy Policy (“**Agreements**”).

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at contact@findnorder.com in order to try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

By using Services provided by us, you acknowledge that you have read these terms of service and agree to be bound by them.

2. Description of the Services

Our services consist of providing a platform (hereafter referred to as “**Platform**”) from which optimization and visualization tools (hereafter referred to as “**Solutions**”) are available. It is built for teams in charge of running operations in warehouses, stores and other professional buildings.

3. Purchases

If you wish to purchase any product or service made available through Find & Order (“**Purchase**”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, position, legal address, contact information, VAT if applicable, shipping address.

You represent and warrant that:

- i. you have the legal right to proceed to this Purchase
- ii. the information you supply to us is true, correct and complete.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to:

- product or service availability ;
- errors in the description or price of the product or service ; and
- error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

4. Billing

1. Subscription

Some parts of Service are billed on a subscription basis ("**Subscription(s)**"). You will be billed in advance on a recurring and periodic basis ("**Billing Cycle**"). Billing cycles are set on an annual basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Find & Order SAS cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Find & Order SAS customer support team via support@findnorder.com

A valid payment method, is required to process the payment for your subscription. You shall provide Find & Order SAS with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Find & Order SAS to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Find & Order SAS will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

2. Price Changes

Find & Order SAS, in its sole discretion and at any time, may modify Subscription price for the Subscriptions. Any Subscription price change will become effective at the end of the then-current Billing Cycle.

Find & Order SAS will provide you with a reasonable prior notice of any change in Subscription prices to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

3. Refunds

Except when required by law, paid Subscription fees are non-refundable.

5. Content

Content found on or through this Service are the property of Find & Order SAS or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

6. The Client's obligations and liability

The Client agrees to comply with the following obligations, without prejudice to the other obligations detailed in this agreement.

The Client agrees to provide the Company with all documents, items, data and information required for the performance of the Services. More generally, the Client agrees to actively cooperate with the Company and with its dedicated staff to ensure the satisfactory performance of the Services.

The Client bears sole liability for all data of any nature which he incorporates in the Platform.

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

In addition, the Client may use Services only for lawful purposes and in accordance with Terms. You agree not to use Service for the following purposes:

- in any way that violates any applicable national or international law or regulation;
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- use any device, software, or routine that interferes with the proper working of Service.
- introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- take any action that may damage or falsify Company rating.

- otherwise attempt to interfere with the proper working of Service.
- no Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of Company, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

7. Intellectual Property

Service and its original content (excluding content provided by users), features and functionality are and will remain the exclusive property of the Company and its licensors. Services are protected by copyright, trademark, and other laws of foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

8. Disclaimer of Warranty

These Services are provided by Company on an “as is” and “as available” basis. Company makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of these services, their content, and any services or items obtained from us is at your sole risk.

Neither Company nor any person associated with Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. Without limiting the foregoing, neither Company nor anyone associated with company represents or warrants that the Services, their Content, or any services or items obtained through the Services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Services or the server that makes it available are free of viruses or other harmful components or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.

Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

9. Limitation of Liability

Except as prohibited by law, you will hold us and our officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if company has been previously advised of the possibility of such damage. except as prohibited by law, if there is liability found on the part of the Company, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive damages. Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

10. Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at.

Unless expressly stated otherwise or notified to Us by any appropriate written means, the Client authorizes Us to use his name, his brand, his logo, the references of his website as business references, in any medium and any form.

11. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

12. Governing Law

These Terms shall be governed and construed in accordance with the laws of the Republic of France without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered as a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services and supersede and replace any prior agreements we might have had between us regarding Services.

13. Changes To Services

We reserve the right to withdraw or amend our Services, and any service or material we provide via Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Services, or the entire Services, to users, including registered users.

14. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Services.

15. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.