# Terms of Sale

BENOIST ROUSSEAU SLU — www.benoistrousseau-trading.com

## 1. CONTACT DETAILS

Identification of the holder in accordance with the Llei 20/2014, del 16 d'octubre, reguladora de la contractació electrònica i dels operadors que desenvolupen la seva activitat econòmica en un espai digital (Andorran law regulating electronic contracting and operators carrying out their economic activity in a digital space).

The company BENOIST ROUSSEAU SLU has its registered office in the Principality of Andorra. It is registered with the Register of Companies of Andorra under number 16250 in register S-245 folio 1-10.

The company BENOIST ROUSSEAU SLU is the owner of the business ADSWEBING registered with the Trade Register of Andorra under number 926049-B as well as the domain name: www.benoistrousseau-trading.com.

The contact details of the company ADSWEBING operating the website www.benoistrousseau-trading.com are as follows:

ADSWEBING
benoist@benoistrousseau.com
20 carrer Josep Viladomat, Parc de la Mola 3
AD700 Escaldes-Engordany
Andorra

BENOIST ROUSSEAU SLU is the owner and administrator of the official online sales website "www.benoistrousseau-trading.com" which offers the sale of products of the company ADSWEBING to individual clients as well as to professional clients.

This website is accessible via the following address: "www.benoistrousseau-trading.com".

These TERMS OF SALE govern, without restriction, the sales of products carried out by the company ADSWEBING from the website www.benoistrousseau-trading.com.

Vous pouvez obtenir une copie imprimable des CONDITIONS GÉNÉRALES DE VENTE susmentionnées en accédant au lien suivant CONDITIONS GÉNÉRALES DE VENTE IMPRIMABLES.

## 2. SCOPE OF APPLICATION. ACCEPTANCE OF THE TERMS OF SALE

The client expressly acknowledges that the services offered do not guarantee any result, particularly financial or in trading.

These Terms of Sale establish the conditions for placing orders, payment, and delivery of the requested products, as well as the management of any responses concerning them.

These Terms of Sale apply to individual clients as well as to professional clients.

An individual client — hereinafter "the consumer" — is any person acting in the capacity of a consumer within the meaning of the Llei 13/2013, del 13 de juny, de competència efectiva i protecció del consumidor (Andorran law on effective competition and consumer protection). A professional client is any natural or legal person who orders for the purposes of their professional activity; when they are subject to VAT and established in the European Union, they shall provide a valid intra-community VAT number when ordering, under the conditions provided for in Article 8.

The stipulations of these Terms of Sale expressly reserved for the consumer — notably the right of withdrawal in Article 9, the legal warranties in Article 10, the official Andorran complaint forms in Articles 14 and 28, and the recourse to consumer mediation in Article 28 — benefit only individual clients and cannot be invoked by a professional client. No stipulation of these Terms of Sale may deprive the consumer of the protection afforded to them by the applicable mandatory provisions.

The placement of a purchase order carried out by the CLIENT on the website www.benoistrousseau-trading.com implies, on their part, full and complete knowledge and acceptance of these

TERMS OF SALE and of the LEGAL NOTICE AND PRIVACY POLICY of BENOIST ROUSSEAU SLU.

## 3. YOUR DATA AND YOUR VISITS TO THIS WEBSITE

The information or personal data provided by the CLIENT will be processed in accordance with the provisions of the Privacy Policy of BENOIST ROUSSEAU SLU. By using this website, the user consents to the processing of their information in the context of their purchase and declares that all the data provided is truthful, accurate, and corresponds to reality.

The user undertakes to keep their personal data updated and to inform the owner of the website, the company BENOIST ROUSSEAU SLU, of any modification.

### Data controller and legal basis

All users of the website will be registered in the database of the company BENOIST ROUSSEAU SLU, which acts as the data controller. The collected data is strictly necessary for the execution of the contract (management of your order, invoicing, access to the courses).

Users accept that their data may be transmitted to third parties (such as the ordering platform SureCart, the payment gateways Stripe, Wise, or Crèdit Andorrà) only when this is essential for the purpose of the service or the commercialization of the ordered product.

### Your rights regarding your data

In accordance with the Llei 29/2021, del 28 d'octubre, qualificada de protecció de dades personals (Andorran qualified law on personal data protection, LQPD), you have extensive rights over your information. You may at any time exercise your right:

- Of access (to know what data BENOIST ROUSSEAU SLU holds about you)
- Of rectification (to correct erroneous data)
- Of erasure / Right to be forgotten (to request the deletion of your data)
- Of objection and restriction (to restrict the use of your data)
- Of portability (to recover your data in a readable format)

To exercise these rights, the user may formulate their request by sending a simple email to the following address: benoist@benoistrousseau.com.

## 4. USE OF THE WEBSITE

The pages of this website are accessible to the public, free of charge, and open to the public.

The user must use the website in accordance with the law, custom, good morals, and public order. Consequently, the owner of this website shall assume no liability arising from the abusive, inappropriate, incorrect, or illicit use of the website and/or its content.

Nor shall it assume liability for connection problems or viruses that may occur due to the intrinsic risks of connecting to and browsing the Internet.

The user accesses this website voluntarily. Accessing and browsing this website imply acceptance and knowledge of the legal notices, conditions, and terms of use contained therein.

The mere fact of accessing the website does not in itself imply the establishment of commercial obligations between the company BENOIST ROUSSEAU SLU and the user.

BENOIST ROUSSEAU SLU reserves the right to modify the access conditions and the content of the website whenever it deems appropriate and without prior notice.

By using this website and placing orders through it, you undertake to:

- use it only to make legally valid inquiries or orders.

- Not place any false or fraudulent orders. If it can reasonably be considered that an order of this nature has been placed, the company BENOIST ROUSSEAU SLU shall be authorized to cancel it and inform the competent authorities.
- Provide your email address, your postal address, and/or other contact details truthfully and accurately. Likewise, the user gives their consent for BENOIST ROUSSEAU SLU to use this information to contact them, if necessary.

If the user does not provide all the necessary information, their order will not be processed.

By placing an order on this website, the user declares that they are over 18 years of age and have the legal capacity to enter into contracts.

It is essential to register on the website to be able to purchase the products of BENOIST ROUSSEAU SLU. You may register in the “Register” section.

BENOIST ROUSSEAU SLU informs the user that during the purchase process, they must identify themselves with a username and a password.

The user will have access to their orders and invoices, as well as the modification of their personal data.

These passwords will be used to access the services provided via the website.

The user must keep the passwords under their sole responsibility in the strictest and absolute confidentiality, thus assuming the consequences or damages of any nature arising from the breach or disclosure of the secret. For security reasons, the password for telematic access to the services linked to the website may be modified at any time by the user. The user undertakes to immediately inform BENOIST ROUSSEAU SLU of any unauthorized use of their password, as well as of access by unauthorized third parties to it.

If the user does not remember their password, the process is very simple; on the website, there is a tab that indicates “Log in”, click on it and click on “Forgot password?”.

The password will be sent to your email address and you may modify it at any time.

## 5. CONTRACT (execution of the order)

To place an order, you must follow the online purchase procedure and click on the acceptance of the TERMS OF SALE and in the section “ORDER WITH OBLIGATION TO PAY”.

To do this, you must log in to www.benoistrousseau-trading.com, and to proceed with the purchase of products, the user must add the product they wish to purchase to the cart, according to the instructions on the screen, by filling out the provided purchase order for this purpose and validating it. The validation of the order by the client expressly implies knowledge and acceptance of these terms of sale within the framework of the conclusion of the contract.

Unless proven otherwise, the data recorded by www.benoistrousseau-trading.com constitutes proof of all transactions carried out between www.benoistrousseau-trading.com and the user. BENOIST ROUSSEAU SLU will archive the electronic document in which the contract is formalized and it will be accessible. Once the purchase is made, and as soon as possible, always before 24 hours have elapsed since the execution of the purchase, BENOIST ROUSSEAU SLU will send by email a purchase confirmation and a detailed invoice mentioning, where applicable, the applicable tax. If you do not agree with the data contained in this confirmation, you may request their modification or the termination of the contract by sending an email to benoist@benoistrousseau.com.

## 6. PRODUCT AVAILABILITY

The complete management of your order is subject to the availability of the requested products, such that if, after the validation of your order, BENOIST ROUSSEAU SLU is unable to provide access to the ordered product, the user will be informed and refunded the amount they paid within a maximum period of fifteen (15) days from this information.

In all cases, any modification that may occur in the order due to the unavailability of the products will be communicated.

## 7. DELIVERY AND ACCESS TO PRODUCTS

For online courses, access to the product will be immediate if payment is made by bank card. In the event of payment by bank transfer, access to the product will be effective upon receipt of payment.

For the purchase of Internet seminars, access to the product will be immediate if payment is made by bank card. In the event of payment by bank transfer, access to the product will be effective upon receipt of payment.

For the purchase of in-person seminars: in the event of payment by bank transfer, final registration will be issued on the date of receipt of payment.

Seminars and webinars on a specific date

The date of a seminar or a webinar is set by mutual agreement between the client and BENOIST ROUSSEAU SLU. The registration is firm and final upon payment.

As these services relate to an agreed date, they do not give rise to any refund, for any reason whatsoever, including in the event of the client's absence or impediment. BENOIST ROUSSEAU SLU may, as a commercial gesture and without being obligated to do so, agree to postpone the registration to a later session.

Transport and accommodation costs remain the responsibility of the buyer.

In the event of an incident preventing access to the ordered product, BENOIST ROUSSEAU SLU will contact the user so that they may decide to cancel their order or exchange it for another product. In the event of impossibility to reach the user, BENOIST ROUSSEAU SLU will send an email to inform them of the situation.

If access to the ordered product is delayed by more than 3 business days after receipt of payment, or if an incident occurs that cannot be resolved, please do not hesitate to contact BENOIST ROUSSEAU SLU by email. BENOIST ROUSSEAU SLU will attend to the user with the utmost urgency.

For digital products and services, delivery is governed by Article 16.

## 8. PRICING AND PAYMENT TERMS

The price of the products will be the one stipulated at all times on the website.

The price and other conditions of the products that the user has ordered will not be modified between the offer and the acceptance thereof issued by the order confirmation, unless the law or a decision by governmental bodies requires retroactive modifications to be made to the mentioned policies, conditions, or privacy statement. In this case, the possible modifications will also affect the orders they may have previously placed.

The prices displayed on the Website are indicated in US dollars (USD), excluding taxes, with any discounts deducted. The applicable VAT is calculated at the time of the order, according to the status of the buyer (professional or individual) and their country of residence; the total amount to be paid, including taxes, is displayed before the validation of the payment.

For individual clients residing in the European Union, VAT is collected at the rate in force in their country of residence, then declared and remitted via the European One-Stop Shop, under the scheme open to service providers established outside the Union. For taxable professional clients established in the Union, no VAT is invoiced: the tax is due by the recipient under the reverse charge mechanism, subject to the provision of a valid intra-community VAT number.

Payment may be made by:

- Credit and debit cards: via the secure gateway of Crèdit Andorrà, Wise, or that of Stripe, which manage the processing of payments via a virtual point of sale. Once the order is confirmed, the user enters their card information into the secure form of the gateway; Stripe's form is integrated into the order page. The server of BENOIST ROUSSEAU SLU will at no time have access to your bank details.
- Bank transfer: access to the product occurs upon actual receipt of payment, under the conditions provided for in Article 7.

The information necessary for processing credit card payments is as follows:

First and Last Name, card number, expiration date, CVV2 code for Visa card and CVC2 code for Master Card (three-digit security code printed on the back of the card).

By clicking on “Authorize payment”, the user confirms that the bank card used is indeed theirs.

Bank cards will be subject to checks and authorizations by the issuing entity. If said entity does not authorize the payment, BENOIST ROUSSEAU SLU shall in no event be liable for any delay or non-delivery and shall not be able to formalize any contract with the user.

Once the payment is validated, the user will receive an email from benoist@benoistrousseau.com confirming the order.

If the user has not received it within 24 hours, BENOIST ROUSSEAU SLU may be contacted by email at: benoist@benoistrousseau.com.

## 9. RIGHT OF WITHDRAWAL

Le consommateur dispose d’un délai de quatorze jours pour se rétracter de tout contrat conclu à distance, sans avoir à motiver sa décision. Ce délai court à compter de la réception du bien pour les produits matériels, et à compter de la conclusion du contrat pour les services. La rétractation s’exerce par simple déclaration, notamment par courrier électronique adressé à benoist@benoistrousseau.com. Les frais de retour des produits matériels sont à la charge du consommateur.

This fourteen-day period is the one that Article 9 of Directive 2011/83/EU on consumer rights grants to the consumer residing in the European Union. BENOIST ROUSSEAU SLU applies it to all of its consumer clients, including when the law of their country of residence provides for a shorter period.

The right of withdrawal has exceptions, listed in Article 16 of the same directive. Those concerning the products of BENOIST ROUSSEAU SLU — fully performed services and digital content supplied without a physical medium — are detailed in Article 17 of these Terms of Sale. The right of withdrawal provided for in this article is reserved for the consumer within the meaning of Article 2; it is not available to the professional client who orders for the purposes of their activity.

## 10. LIABILITY AND WARRANTIES ON THE PRODUCTS

The legal warranty for all products is that defined by law. BENOIST ROUSSEAU SLU undertakes to comply with all its terms. The legal warranties provided for in this article benefit the consumer within the meaning of Article 2.

For physical products, the legal warranty is governed by the Llei 13/2013, which establishes a minimum warranty period of two years for any new item. A lack of conformity that appears within six months following delivery is presumed to have existed at the time of delivery, unless proven otherwise by the seller and except where this presumption is incompatible with the nature of the goods or with the nature of the defect (Article 31 of the Llei 13/2013). When the consumer resides in the European Union, the duration of the presumption provided for by the law of their country of residence applies if it is more favorable to them.

However, in the event that the product under warranty does not effectively meet the optimal conditions of use, BENOIST ROUSSEAU SLU will assume the resulting liability towards the client so that the amounts paid for this product are refunded and that the costs the client had to pay for the purchase of the product are also refunded. As digital products are supplied without a physical medium, no return is possible or required: the client reports the defect by email to BENOIST ROUSSEAU SLU and, once the defect is verified, they are refunded the entire amount paid. Defects in access to digital content also fall under Article 18.

Warranty for digital products and online courses

Digital products, online courses, and coaching services are services. As such, BENOIST ROUSSEAU SLU is required to provide a service in conformity with the contract and the description that has been made of it, and is liable for any lack of conformity that the service presents at the time it is provided (Article 30 of the Llei 13/2013). The service is in conformity when the client benefits at least from the quality and the features announced in the contract, in the advertising, and on the page of the concerned offer (Article 31 of the same law).

A lack of conformity that becomes apparent within six months following the provision of the service is presumed to have existed at the time of the transaction, unless proven otherwise and except where this presumption is incompatible with the nature of the service or with the nature of the defect (Article 31 of the Llei 13/2013).

In the event of a lack of conformity, the client may demand the repair of the service or, when it is fungible, its replacement; the repair and replacement are free of charge for the client and take place within a reasonable time. Replacement cannot be demanded when the service is not fungible. If conformity is not restored within a reasonable time or without significant inconvenience to the client, the latter may request, at their choice, a price reduction or the termination of the contract; termination is not available when the lack of conformity is of minor importance (Article 32 of the Llei 13/2013).

## 11. MODIFICATION OF THESE TERMS

### Right of modification

BENOIST ROUSSEAU SLU reserves the right to review and modify these Terms of Sale at any time, in particular to adapt them to legal, regulatory, technical, or commercial developments.

### Notification of modifications

Any substantial modification of these Terms of Sale will be notified to clients with an account by email, to the address provided during their registration, at least 30 days before its entry into force.

The notification will specify:

- the nature of the modifications made;
- the date of entry into force of the new terms;
- the possibility for the client to consult the full version of the modified Terms of Sale on the website.

### Acceptance

Continued use of the website or services after the date of entry into force of the new terms constitutes acceptance thereof.

If the client refuses the new terms, they may cease using the services. Orders already validated and paid for before the date of entry into force remain subject to the terms accepted at the time of purchase.

### Protection of ongoing orders

The terms applicable to any order are those in force on the date of validation of this order by the client.

No subsequent modification may affect the pricing, delivery, or access conditions of an already confirmed order, unless the law or a decision by the competent authorities requires retroactive modifications.

### Version in force

The applicable version of the Terms of Sale is the one published on the website www.benoistrousseau-trading.com on the date of the order. Each version is identified by a version number and an update date appearing at the bottom of the document.

## 12. APPLICABLE LEGISLATION AND JURISDICTION

The use of the website www.benoistrousseau-trading.com and the contracts for the purchase of products via this website shall be governed by Andorran legislation.

The resolution of any type of controversy, dispute, or divergence that may arise between the user and BENOIST ROUSSEAU SLU regarding the use of this website shall be submitted to the jurisdiction of the competent Andorran Courts and Tribunals in accordance with the legislation in force, subject to any mandatory provisions that may be applicable in the consumer's country of residence.

## 13. COMMENTS AND SUGGESTIONS

Your comments and suggestions will be welcome. Please send these comments and suggestions to BENOIST ROUSSEAU SLU via the contact form or by sending an email to: benoist@benoistrousseau.com

## 14. COMPLAINTS AND CLAIMS

Article 27 of the Llei 13/2013, which governs the requirements applicable to any type of consumer relationship, to any relationship established between, on the one hand, businesses, intermediaries, or the administration as a provider of goods and services and, on the other hand, consumers, stipulates that businesses must make available to consumers, regardless of their place of residence, in any consumer relationship, information that must include, in all cases, the postal address, the telephone assistance number, and fax number, or an email address where consumers may either request any type of advice or information on the good or service purchased or contracted, or may file complaints or claims on any matter that affects the normal functioning of consumer relations.

Businesses are required to respond to complaints and grievances received as soon as possible, and in any event, within a maximum period of one month from their filing. They must have official complaint and report forms and announce their existence.

BENOIST ROUSSEAU SLU met à la disposition du consommateur les formulaires officiels de réclamation et dénonciation en relation avec les consommateurs, en cliquant ici.

Once the official form is filled out, the consumer may send the request to the postal address, to the commercial address ADSWEBING, or to the email address: benoist@benoistrousseau.com

## 15. SPECIFICITY OF DIGITAL PRODUCTS AND ONLINE COURSES

The products offered by BENOIST ROUSSEAU SLU include digital content, online courses, and coaching services accessible remotely.

The client expressly acknowledges that these products:

- are intangible;
- are provided in the form of access to content;
- do not constitute a physical good.

The purchase corresponds to a personal, non-transferable right of access.

The duration of access to each digital content is indicated on the page of the relevant offer as well as in the order confirmation. Upon expiration of this duration, access ends without prior notice or renewal.

## 16. DELIVERY OF DIGITAL SERVICES

The delivery of digital services is deemed to have been carried out upon:

- the provision of access;
- the opening of the client account;
- access to the content or tools.

This provision constitutes the complete delivery of the digital services. Content unlocked progressively — in particular the weekly modules of the courses — is made available according to the educational schedule of the offer, without this unlocking constituting a delay in delivery.

## 17. WAIVER OF THE RIGHT OF WITHDRAWAL

The right of withdrawal does not apply to contracts for the supply of digital content not supplied on a physical medium when three conditions are met: the consumer has given their prior express consent for the performance to begin during the withdrawal period; they have acknowledged that they would thereby lose their right of withdrawal; and the professional has provided them with confirmation of the contract on a durable medium (Article 16, first paragraph, point m, of Directive 2011/83/EU). Furthermore, it does not apply to fully performed

service contracts when the performance has begun with the consumer's prior express consent and the latter has acknowledged that they would lose their right of withdrawal once the service has been fully performed (point a of the same article).

These conditions are met with each order: the consent box on the order form bears the express request for immediate performance of the service and the acknowledgment of the loss of the right of withdrawal upon access to the content, and the order confirmation is sent to the client by email upon validation of the payment. The waiver takes effect upon the first access to the content; partial access or the lack of subsequent use of the service has no bearing.

## 18. REFUND POLICY

### General principle

No refund may be demanded once access to the services has been provided, the content is available, and the services are accessible.

The lack of use of the service by the client, for any reason whatsoever, does not constitute grounds for a refund.

### Exceptions — Lack of access attributable to BENOIST ROUSSEAU SLU

In the event of a major malfunction or prolonged impossibility of access attributable to BENOIST ROUSSEAU SLU, the client benefits from the following protections:

- Interruption of less than 72 hours: BENOIST ROUSSEAU SLU undertakes to restore access as soon as possible. No refund is due, but the duration of access is extended by a duration equivalent to that of the interruption.
- Interruption of more than 72 continuous hours: the client may request, at their choice:
- the extension of their access by a duration equivalent to the interruption suffered;
- a pro rata temporis refund, calculated on the basis of the price paid and the total planned duration of access, corresponding to the period of actual unavailability.
- Permanent impossibility of access: in the event of permanent deletion of the service or lasting impossibility of restoration, the client may request a refund for the unconsumed portion of the service, calculated pro rata temporis.

### Modalities of the request

Any request for a refund or extension must be addressed in writing to benoist@benoistrousseau.com within a period of 30 days following the observation of the malfunction.

BENOIST ROUSSEAU SLU undertakes to respond within a period of 15 business days from receipt of the request.

### Exclusions

The following do not constitute a lack of access attributable to BENOIST ROUSSEAU SLU:

- interruptions related to scheduled maintenance, communicated in advance;
- malfunctions resulting from the client's equipment, internet connection, or browser;
- cases of force majeure;
- suspensions of access resulting from a breach by the client of these Terms of Sale.

## 19. COACHING MODALITIES

Coaching services are offered in the form of sessions accessible by reservation via the tool made available to the client.

### Availability and reservation

BENOIST ROUSSEAU SLU undertakes to offer regular reservation slots and within a reasonable time following the purchase, according to the availability of the provider's calendar.

BENOIST ROUSSEAU SLU undertakes to offer a first slot within a period of 5 business days after the purchase

The client is solely responsible for making their appointments and for their presence at the sessions on the agreed dates and times.

### Period of validity

Unless explicitly stated otherwise at the time of the order, the coaching sessions included in an offer must be reserved and carried out within a maximum period of 12 months from the date of purchase. After this period, sessions left unused for reasons attributable to the client will be permanently lost and will not entitle them to any refund.

### Cancellation and absence

In the event of impossibility to attend a reserved session, the client undertakes to modify or cancel their appointment at least 48 hours before the scheduled time. Any absence from a session without prior notification within this period will be considered a consumed session. Absence or forgetfulness on the part of the client cannot be attributed to BENOIST ROUSSEAU SLU and does not entitle them to any postponement or refund.

## 20. CLIENT LIABILITY

The client is fully responsible for their involvement in the course.

Any cessation, abandonment, or prolonged absence, without prior notification, does not constitute a contractual breach by the provider.

## 21. ABSENCE OF GUARANTEE OF RESULTS

The services offered have an educational purpose.

No guarantee of results, particularly financial or in trading, is given.

The certificate issued upon completion of a course solely attests that the client has attended it; it does not attest to any acquired skill or any result, and does not constitute a professional certification.

The client remains solely responsible for their decisions.

## 22. PROVISION EXCEEDING COMMITMENTS

In the event that the client benefits from services exceeding those initially planned (additional content, extension of access, bonuses), no refund may be demanded.

## 23. PROOF AND TRACEABILITY

The data recorded by the computer systems of BENOIST ROUSSEAU SLU (logs, connections, access, emails) shall be authoritative and shall constitute proof of the transactions and of access to the services.

## 24. LIMITATION OF LIABILITY

Voir l'article 27 — Limitation de responsabilité et exclusion de préjudice.

## 25. FRAUDULENT USE OF THE SERVICE

### Principle

BENOIST ROUSSEAU SLU respects the right of any client to formulate claims, to exercise their right of withdrawal under the conditions provided for by law, and to request a refund in good faith. The normal exercise of these rights may in no event be qualified as abuse nor give rise to any sanction.

### Fraudulent behaviors

However, the following constitute fraudulent use of the service, which may give rise to the measures provided for below:

- the use of a fictitious or usurped identity to access the services;
- the unauthorized sharing, resale, or distribution of content, identifiers, or access to third parties;
- the copying, reproduction, or systematic extraction of the course content;
- the repeated subscription to services for the sole purpose of obtaining a refund after full consumption of the content;
- any maneuver aimed at circumventing technical protection or access control measures.

### Applicable measures

In the event of proven fraudulent behavior, BENOIST ROUSSEAU SLU reserves the right:

- to temporarily suspend the client's access to the services, while the situation is clarified;
- to permanently terminate access in the event of confirmed fraud.

In the event of damage suffered by BENOIST ROUSSEAU SLU due to manifestly fraudulent behavior, the company reserves the right to initiate any legal action for the purpose of obtaining compensation.

### Safeguards for the client

Before any suspension or termination, BENOIST ROUSSEAU SLU undertakes to:

- inform the client in writing of the facts alleged against them;
- grant them a period of 15 days to present their observations;
- justify in writing any decision of suspension or termination.

In the event of unjustified suspension, access will be immediately restored and the duration of access extended by a duration equivalent to the suspension period.

## 26. EXPRESS ACCEPTANCE

The client expressly acknowledges:

- having read and accepted these Terms of Sale before payment
- that, for digital content and services accessible remotely, execution begins immediately after payment
- understanding that, for these same products, access to the content constitutes the complete delivery of the service
- waiving their right of withdrawal for these digital contents and services executed immediately, under the conditions provided for in Articles 15 to 18

## 27. LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES

### Liability cap

The total liability of BENOIST ROUSSEAU SLU, for all causes combined, is limited to the amount actually paid by the client in respect of the order concerned, unless there is a mandatory legal provision to the contrary.

### Indirect damages

BENOIST ROUSSEAU SLU may not be held liable for indirect damages that were not reasonably foreseeable at the time of the conclusion of the contract, such as in particular:

- loss of income or profits;
- loss of clientele or commercial opportunities;
- loss of data not directly related to the service provided;

- any damage resulting from investment or trading decisions taken by the client.

### Maintained liability

The limitations provided for in this article do not apply:

- in the event of gross negligence or willful misconduct by BENOIST ROUSSEAU SLU;
- in the event of a breach of an essential obligation of the contract;
- in the event of bodily injury;
- in all cases where the applicable law prohibits such a limitation.

### Obligation of means

The services offered by BENOIST ROUSSEAU SLU constitute an obligation of means and not of result. The client remains solely responsible for the use they make of the content, courses, and advice provided, as well as for the decisions they make on this basis, particularly in financial or trading matters.

## 28. INTERNATIONAL CLIENTELE

Andorran law is applicable, subject to any mandatory provisions that may be applicable in the consumer's country of residence.

In the event of a dispute, the following procedure applies:

- Le consommateur est invité à adresser une réclamation écrite préalable à BENOIST ROUSSEAU SLU à l'adresse suivante : benoist@benoistrousseau.com.
- In the event of a dispute not resolved amicably, the consumer residing in the European Union has the possibility of resorting free of charge to a consumer mediation service, in accordance with the legislation of their country of residence.
- The consumer residing in Andorra may use the official complaint forms provided for by the Llei 13/2013, available upon request or on the website of the Govern d'Andorra.
- These Terms of Sale are governed by Andorran law. This application of Andorran law is understood to be subject to any mandatory consumer protection provisions that may be applicable in the user's country of residence, particularly for users residing in the European Union.
- Language of the contract. These Terms of Sale are established in Catalan, the official language of the Principality of Andorra, and the Catalan version is authoritative. The French version and other translations are made available for the convenience of the client. In the event of a discrepancy between the Catalan version and one of its translations, the Catalan version shall prevail. This clause cannot deprive the consumer of the protection afforded to them by the mandatory provisions of the law of their country of residence.