

# Sales conditions of website myConf

Version of 12/01/2018

## Preamble

OSIMATIC is the publisher and operator of the website [www.myconf.uk](http://www.myconf.uk). The purpose of this site is the sale of pre-paid and post-paid conference call service.

These Sales conditions govern all contracts concluded from the website accessible at the URL [www.myconf.uk](http://www.myconf.uk). They are concluded between:

The **OSIMATIC company**, simplified joint-stock company capitalised at €45,000, identified in the Versailles Business and Companies Registry as number B 352 987 861, whose headquarters is at 2 rue George Sand – 78112 Fourqueux - France, represented by Mr René Marzolf as Chief Executive Officer (hereafter OSIMATIC), firstly  
And

The **CUSTOMER**, private or professional, on the other hand.

CUSTOMER and OSIMATIC are collectively called the **PARTIES**.

## Important

Any order made on the website [www.myconf.uk](http://www.myconf.uk) necessarily implies the unconditional acceptance, by the customer, of these Sales conditions.

IT IS IN THESE CIRCUMSTANCES THAT THE PARTIES HAVE AGREED AS FOLLOWS:

## Article 1. Definitions

The terms mentioned below have, in the present SALES CONDITIONS, the following meaning:

**PRODUCTS** : means all of the products available on the [www.myconf.uk](http://www.myconf.uk) website, such as, for example, the time pack of 5 national call conference hours.

**WEBSITE MYCONF** : means the website accessible at [www.myconf.uk](http://www.myconf.uk). The myConf website groups together all the web pages hosted and products offered to customers.

**CUSTOMER** : designates the co-contractor of OSIMATIC company which guarantees to have the quality of private customer / consumer as defined by the law and the French jurisprudence.

**SALES CONDITIONS or T&Cs** : means this contract deemed accepted by the parties.

**TERRITORY** : means United Kingdom.

## Article 2. Object of the contract

The purpose of these T&Cs is to establish the contractual provisions relating to the respective rights and obligations of the parties in the context of the sale of products carried out on the myConf website.

## Article 3. Modification of the T&Cs

OSIMATIC company may modify these SALES CONDITIONS at any time. The customer will be informed of the nature of these changes as soon as they are posted on the [www.myconf.uk](http://www.myconf.uk) site.

The changes will come into effect one month after they are posted on the site.

Only the T&Cs published on the day of the order are applicable. They are brought to the attention of the customer when the order placed by the customer who accepted them before any confirmation of the latter.

#### **Article 4. Nature of T&Cs**

These T&Cs do not confer on the customer the status of employee, agent, agent or representative of OSIMATIC company.

The parties furthermore declare that the present T&Cs can not in any case be considered as an act constituting a legal entity or any legal entity, and that any form of "societatis affection" is formally excluded from their relations.

#### **Article 5. Proposed products**

Product presentation online

All products are described by OSIMATIC as precisely as possible according to the information provided by the suppliers.

In case of doubt about the characteristics of a product, the customer can contact OSIMATIC at +44 20 3481 4459 (cost of a non-premium local call)

Stock limit

The products ordered and promotional offers offered by the company OSIMATIC are valid only within the limits of available stocks.

Product offers and prices are valid only as long as they are visible on the site and within the limits of available stocks.

#### **Article 6. Price**

All orders made on the myConf website are payable with the order.

The customer can settle the order by the following means:

- Credit card ;
- Check ;
- Bank transfer ;
- via PayPal.

Product prices may change at any time depending on the pricing policy of OSIMATIC. The ordered products are billed at the price in effect when the order is registered.

The prices are indicated in pounds inclusive of all taxes except possible participation in the expenses of treatment.

If applicable, the fees or remuneration corresponding to additional exceptional services expressly claimed by the consumer and the cost of which has been the subject of a prior agreement may be added to the sum announced.

The prices displayed take into account the VAT applicable on the day of conclusion of the CONTRACT. Any change in the rate may be reflected in the price of the products.

In the event that it is not possible to indicate a specific price, the myConf website will indicate to the customer the basis for calculating the price, so that it can calculate the price to be paid.

## **Article 7. Order**

The customer will be able to order:

- on website [www.myconf.uk](http://www.myconf.uk) ;
- by phone at 020 3481 4459 ;
- by mail to the following address: OSIMATIC - 2 rue George Sand – 78112 Fourqueux - France

The order process is as follows:

registration on the website [www.myconf.uk](http://www.myconf.uk) (if you are not already registered) ;

- login on the customer area on the website [www.myconf.uk](http://www.myconf.uk) ;
- choice of product to buy ;
- choice of payment method ;
- online payment if payment by credit card or via PayPal, sending the check if payment by check, transfer of the amount if payment by bank transfer.

In accordance with Article 1369-5 of the Civil Code relating to the conclusion of a contract in electronic form, the customer can view the details of his order and are total price, correct any errors, before confirming it for express your acceptance.

The contract will be, in application of the provisions of the Civil Code, concluded from the second click of order, by which you will have confirmed your shopping cart after having been able to correct it.

The OSIMATIC company retains ownership of the product(s) until the complete payment of the order, that is to say the collection of the price of the order by the company OSIMATIC.

## **Article 8. Delivery**

The products available on the myConf website are delivered by adding the number of conference hours purchased on the customer's credit.

Adding the number of hours is done once the ORDER is fully set.

The delivery is considered as carried out as soon as the purchased credit has been added to the customer's account, a confirmation email is then sent to him.

Any anomaly concerning the credit procedure of the account (incorrect number of hours, credit not realized, ...) must imperatively be indicated as soon as possible (4 days), and this in accordance with the conditions and modalities of the article 9 of these T&Cs.

## **Article 9. Compliance & Legal guarantees**

For the lack of conformity, the customer must mention the addition of the number of hours to his credit and as soon as possible, in accordance with Article 8 of these T&Cs, all the defects of conformity to the company OSIMATIC, and in particular via the myConf website at [www.myconf.uk](http://www.myconf.uk) with the following information: order number; surname, first name and address ; reference of the articles concerned; reason for the return for non-compliance.

If the lack of conformity is proven, the company OSIMATIC undertakes to return the price within 5 days, if the time credit is not started. If the hour credit is started, the refund will be made according to the number of hours used.

## **Article 10. Right to retract**

The consumer customer has a withdrawal period of 7 (seven) days from receipt for goods or acceptance of the offer for services.

The right of withdrawal does not entail any penalty.

The withdrawal procedure is described step by step on URL [www.myconf.uk/right-to-retract](http://www.myconf.uk/right-to-retract).

## **Article 11. Protection of personal data**

In the context of operating the myConf website, OSIMATIC may collect personal data. These data will be processed in accordance with the purposes for which they were collected.

The policy on the protection of personal data is accessible on URL [www.myconf.uk/legal-notice](http://www.myconf.uk/legal-notice) which you acknowledge having read.

This site and the processing of personal data that results are the subject of a declaration to CNIL, the French data protection agency, under no 1867359.

It is recalled that the person whose personal data are processed has the rights of access, rectification and opposition to the processing of his personal data.

These rights can be exercised, in accordance with the provisions of articles 38 and following of the law 78-17 of January 6, 1978 relating to data processing, files and freedoms, modified by the law of August 6, 2004, by simple request by mail electronic to the email address [contact@myconf.com](mailto:contact@myconf.com) or by mail to the address OSIMATIC - 2 rue George Sand – 78112 Fourqueux - France, accompanying a copy of the identity document with the signature of the holder of the document and specifying the address to which the answer must be sent.

## **Article 12. Responsibility**

The responsibility of the company OSIMATIC will in no case be engaged in case of non-performance or improper performance of contractual services attributable to the customer including the seizure of the order.

The company OSIMATIC can not be held responsible, or considered as having failed these conditions, for any delay or non-performance, when the cause of the delay or the non-performance is linked to a case of force majeure as it is defined by the jurisprudence of French courts and tribunals.

## **Article 13. General provisions**

The fact that one of the parties has not required the application of any provision of these T&Cs, whether permanently or temporarily, can in no way be considered as a waiver of said clause.

These Sales Conditions do not confer any exclusivity as to the provision of services, or guarantee of quantity or market share to the customer.

If any of the stipulations of the present T&Cs were to be null according to a legislative or regulatory provision in force and / or of a decision of justice having authority of res judicata, it will be considered unwritten but will not affect in no way the validity of the other clauses which will remain fully applicable.

In this case, the parties will come together to agree on a new provision to replace the one declared null and void, it being understood that the new provision will have to respect as much as possible the spirit and the economic impact on the parts of the replaced provision.

## **Article 14. Archiving the contract**

Any contract concluded with the customer corresponding to an order of an amount greater than £120 incl. taxes will be archived by the myConf website during a period of 10 (ten) years.

To access the archived contracts that he has subscribed, the customer can go to the client area of the myConf website or will have to make a request by mail to the address OSIMATIC - 2 rue George Sand – 78112 Fourqueux - France.

## **Article 15. Applicable right**

The interpretation and the execution of the present Sale Conditions as well as all the acts which will be the consequence, are subjected exclusively to the French right.

In the event of a dispute between the parties regarding the interpretation, performance or termination of the contract and the resulting benefits, the parties shall endeavor to settle it amicably.