

## GENERAL TERMS AND CONDITIONS OF SALE

### GTCS

*Updated on 29 October 2021*

B2CLOUD simplified joint stock company

Registered office: 105 rue Anatole France, 92300 Levallois-Perret. France

R.C.S: 79819193800025 Nanterre

Sales contact +33 1 80 88 62 28

Customer Support: ☎ + 33 (2) 22 66 97 05

Customer service: ✉ [gcti@btocloud.fr](mailto:gcti@btocloud.fr)

Service Support: ✉ [support@gcti.cloud](mailto:support@gcti.cloud)

### **ART 1. APPLICATION SCOPE**

These General Terms and Conditions of Sale ("GTC") apply without restriction or limitation to all sales made by the "service provider" B2CLOUD, to professional buyers ("The clients" or "The Client") wishing to acquire the service offers ("The Offers") delivered by the service provider on the websites [www.gcti.cloud](http://www.gcti.cloud) and [www.global.gcti.cloud](http://www.global.gcti.cloud).

It is previously specified that these conditions apply exclusively to the sale of services offered by the company B2Cloud, on the site [www.gcti.cloud](http://www.gcti.cloud) and [www.global.gcti.cloud](http://www.global.gcti.cloud)

The service packages offered for sale are as follows:

- Cloud Computing products and services listing
- Solutions and services referencing support
- Analysis and evaluation services for referenced solutions: Trust score measurement; analysis and evaluation of the offers' positioning; Dashboards
- Partnership Recommendation Service



The main characteristics of the service offers are presented on the website [www.global.gcti.cloud](http://www.global.gcti.cloud) | Plans & Pricing | which the Customer is requested to read before submitting an order.

**The Customer may at any time request additional information regarding the main details of the service offers by telephone by contacting the Customer Support at + 33 (2) 22 66 97 05 or by email by contacting the customer service at [gcti@btocloud.fr](mailto:gcti@btocloud.fr) and/or the support service at [support@gcti.cloud](mailto:support@gcti.cloud)**

The Customer is fully responsible for choosing the service subscription package (STARTER; PREMIUM; ELITE) and for ordering it.

However, the Customer may be advised by the customer support to choose the service formula that best fits his expectations, by contacting the department at +33 (2) 22 66 97 05, by email at [support@gcti.cloud](mailto:support@gcti.cloud) or directly through the online chat service desk.

Please note that the rates are available on the website [www.global.gcti.cloud](http://www.global.gcti.cloud) | Plans & Formula | and that the T&C available on the website have priority over any other document.

The customer declares to have taken knowledge of the present GTCS before ordering on the site [www.global.gcti.cloud](http://www.global.gcti.cloud)

**To access the legal information, click here**

**To access the general terms of use, click here**

The order data recorded in the back office of the service provider (B2CLOUD) and the payment provider are proof of all transactions concluded with the customer.

## **ART 2. FORMULAS & TERMS OF PAYMENT**

The customer can subscribe to one of the following packages at his choice:

[STARTER], per month, valid for 3 months, renewable 4 times





[STARTER+], per month, valid for 3 months, renewable 4 times

[PREMIUM+], per month, valid for 6 months, renewable 2 times

[PREMIUM PRO], per month, valid for 6 months, renewable 2 times

[ELITE+], per month, valid for 1 year, renewable on request only, as proposed on the site, in the web page Plans & Formula. The customer will benefit from the access to the services within the limit of the subscribed formula as described below.

## OUR PLANS

	STARTER	PREMIUM	ELITE	GLOBAL
				
	From €89/month	From €189/month	From €272/month	On request
Listing	1	2	4	> 4
Trust Score	1	2	4	> 4
Blog publication	✓	2	4	> 4
Positioning offer reco	✗	✓	✓	✓
Catalogs access	✓	✓	✓	✓
Customer support	✓	✓	✓	✓




**Off-line subscriptions:** The customer can manage his formulas and formulas renewals in his customer area, at [global.gcti.cloud](https://global.gcti.cloud).

**Online subscriptions,** the customer will be able to manage his formulas, formulas renewals in his customer area.

In the case of offline payment, (I.e. by bank transfer), the management of the formulas will be ensured by B2CLOUD, with direct sending of the invoicing elements to the customer by email

### ART 3. TARIFFS

The prices of our service offers are stated in Euros, excluding taxes (VAT and other applicable taxes) on the date of the order, and in accordance with the country of origin of the order.

-  For the customers based in France and France's mainland, the rates are subject to the 20% VAT.
-  For customers established in the EU area, the rates are set net of VAT. The service provider will establish an invoice with no VAT, using "auto liquidation".
-  For the Customers located outside the Euro area, the rates are set without VAT. The provider will establish an invoice net of tax. (V.A.T. not applicable) Art 259-1 du Code Général des Impôts.

These rates take into account any discounts or promotions that may be offered by the provider on the site [www.global.gcti.cloud](https://www.global.gcti.cloud)

All services orders, whatever their origin, are payable in € -Euros-.



The company B2CLOUD holds the right to modify its rates at any time, however the service will be invoiced on the basis of the rate in place at the time of the validation of the order. The services remain the property of the company B2CLOUD until full payment of the price by the Customer.

#### **ART 4. ORDERS**

The customer can order: Directly on the website:  
[www.global.gcti.cloud](http://www.global.gcti.cloud) | Plans&Formula | Chooseyour formula

By✉: [gcti@btocloud.fr](mailto:gcti@btocloud.fr)

By ☎ : +33 (0)1 80 88 62 28 or +33 (0)2 22 66 97 05

The contractual information is presented in English and will be confirmed at the validation of order. The company reserves the right not to accept or validate an order, in case of difficulty concerning the order received. (I.e. non-eligible referencing), or in the case of a Customer order for which there is a dispute concerning the payment of a previous order.

The customer has at any time the faculty to identify and to rectify the errors made during the order either by contacting the commercial service or by contacting the support service.

#### **ART 5. – ORDER VALIDATION**

Any confirmation of an order implies the full and complete acceptance of the Customer to the present GTCS - General Terms and Conditions of Sale -, without exception or limitation.

The confirmation of order will be considered as a signing and approval of the completed transaction.

The service agreement will be considered valid only after full payment of the price by the Customer, according to the chosen formula: STARTER, STARTER+, PREMIUM+, PREMIUM PRO, ELITE+, and ELITE PRO. It is therefore the customer's responsibility to verify the accuracy of the order, to request a prior quote if necessary, and to immediately report any error to the support department at [support@gcti.cloud](mailto:support@gcti.cloud) or to the commercial service at : [gcti@btocloud.fr](mailto:gcti@btocloud.fr)

## ARTICLE 6. – PAYMENT OF THE ORDER

The validation of an order, by the chosen option, commits the Customer to pay the given price.

All payments are due, on order, according to the chosen plan [STARTER], [STARTER+], [PREMIUM+]; [PREMIUM PRO] [ELITE+]; [ELITE PRO] and the period of subscription.

Payment of orders is made by the Client's choice

- By bank transfer, upon receipt of the invoice by secure electronic transmission.
- By SEPA direct debit, on request
- By credit card, online, via our payment partner Stripe (SCA, PCI, PSD2)

When paying by credit card, payment data is encrypted, through the PCI DSS protocol, defined by the payment provider Stripe, on the website [www.global.gcti.cloud](http://www.global.gcti.cloud).

In case of non-payment, a recall of payment will be sent to the customer (1 time / 7 days). In case of non-payment after the recall, the subscription will be considered as cancelled.

## ARTICLE 7. – SERVICE AVAILABILITY

The referencing service is activated within a minimum of 24 hours and a maximum of 72 hours after the complete validation of the information required for the referencing and the complete payment of the price by the customer

The referencing support service takes place immediately after the full payment of the price by the Customer, if this service is included in the chosen package.

The main services (Trust Indicator measurement, offer positioning, Partnership Recommendation services, blog publication, updates) are available only after full payment of the price by the customer, and according to the package chosen [STARTER ; STARTER+] ; [PREMIUM+ ; PREMIUM PRO] [ELITE+ ; ELITE PRO].

To check the conditions of the service availability, please refer to the description of the plans & formulas or request it at the commercial service

**In case of delay in the service availability, due to referencing issue or transaction process issues, we will inform you by e-mail as soon as possible.**

**If the delay in service availability is due to internal technical problems, B2CLOUD will automatically propose a rate discount as compensation. DR= V\*D/30**

## **ART 8. – RIGHT OF WITHDRAWAL & CANCELLATION**

In accordance with article L 221-28 of the French ordinance of March 14, 2016, the right of withdrawal of 14 days is not applicable to the present contract of service offer relating to the site [www.gcti.cloud](http://www.gcti.cloud), entering the field of the principal activity of the company B2CLOUD which is the owner

The customer can however cancel the renewal of his order, at the end of each renewal period

- 7 days before, within a Quarterly STARTER formula
- 7 days before, within a PREMIUM Semi-annual plan
- The ELITE and annual packages are renewables only under customer request

## **ART 9. – RESPONSABILITY**

The company cannot be held responsible for any inconvenience or damage inherent to the use of the Internet network, in particular a service breakdown, an external intrusion or the occurrence of a computer virus.

## **ART 10 – APPLICABLE LAW IN CASE OF DISPUTES**

The language of this contract is English. The present conditions of sale are subject to French law. In the absence of mutual agreement, the dispute will be referred to the Commercial Court of Nanterre (Paris, France)

## **ARTI 11 – INTELLECTUAL PROPERTY**

All the elements of the site [www.global.gcti.cloud](http://www.global.gcti.cloud) are and remain the intellectual and exclusive property of the company B2CLOUD. No one is allowed to reproduce, exploit, rebroadcast, or use for any purpose whatsoever, even partially, the elements of the site whether they are software, visual or sound. Any use of simple link or hypertext links is strictly forbidden without the express written consent of B2CLOUD.

## **ART 12 - MAJOR FORCE**

The responsibility of the company cannot be engaged if the non-execution or the delay in the execution of one of the commitments described in the hereby general terms and conditions of sale results from a case of “force majeure”. In this respect, force majeure is defined as any external, unforeseeable and irresistible event according to Article 1148 of the French Civil Code.

## **ARTICLE 13 – PERSONNAL DATA**

The company B2CLOUD, owner of the site [www.gcti.cloud](http://www.gcti.cloud) reserves the right to collect nominative information and personal data concerning the Customer, within the strictly necessary scope for the orders and invoicing processing as well as for the use of the services by the Customer

This information may also be transmitted to companies that contribute to this relationship, such as those involved in order processing and payment, and billing.

This information and data is also kept for security purposes, in order to comply with legal and regulatory obligations.

👁️ In accordance with the GDPR law of June 20, 2018, you have the right to access, rectify and object to nominative information and personal data that concern you, directly at [global.gcti.cloud](http://global.gcti.cloud) (Privacy policy and legal information) or by contacting the DPO on the Legal Notice page.)

## **ARTICLE 14 – ARCHIVING PROOF**

The company B2CLOUD will record the purchase orders and invoices on a reliable and durable medium establishing a faithful copy in accordance with the terms of Article 1348 of the French Civil Code.



## Contact us/ Customer service and support

**If you wish to contact us, our customer service is at your disposal:**

For information on any of our offers or to order, please contact us directly via our contact form on the Customer Service page on the website [www.global.gcti.cloud](http://www.global.gcti.cloud).

You can also contact us by email at [gcti@btocloud.fr](mailto:gcti@btocloud.fr) or at [support@gcti.cloud](mailto:support@gcti.cloud)

You can also join us by phone

Service support +33 (0)2 22 66 97 05

Customer service : + 33 (0) 1 80 88 62 28