Terms of Sale

Version 2.1 — August 29, 2026

WHAT CHANGED

Commercial facts brought up to date. The indicative €250 and €500 amounts are removed: the terms of sale no longer carry a price grid and refer to the pricing in force published on oto.cx and shown on manage.oto.cx on the day of subscription. Payment provider: Mollie replaces Stancer. Added the VAT regime by customer country (France, intra-EU reverse charge, export), the price-revision clause (thirty days' notice, effect from the next billing date, termination at no cost), the actual figures of the non-payment procedure (3 attempts three days apart, then 14 days of grace), and an article on invoicing. Fixed the version number quoted in the body of the text.

Purpose

In short: These terms of sale (version 2.1) govern the sale of paid oto subscriptions. They supplement the Usage Terms and the DPA, which you also accept at purchase.

These terms of sale ("terms of sale", version 2.1) govern the subscription to and sale of **paid oto plans** between the Publisher — **Otomata**, a SASU registered in Marseille (SIREN 106 974 637, intra-EU VAT FR05106974637) (see the legal notice) — and the Customer, a **professional** acting for its business.

They supplement the usage terms and the data processing agreement (DPA). When subscribing to a paid plan, the Customer expressly accepts the usage terms, these terms of sale, and the DPA. In case of conflict on commercial matters, these terms of sale prevail.

Pricing

In short: A free tier and paid subscriptions, per organization. The pricing in force is published on oto.cx and shown on manage.oto.cx at the time of order: the prices shown on the day of subscription apply. Prices excluding tax; hands-on support is billed separately.

oto is offered on a **per-organization subscription**, comprising a **free tier** and **paid subscriptions**.

The **pricing in force** — the subscriptions offered, the scope of each and, where applicable, the number of users included — is **published on oto.cx** and **shown on manage.oto.cx at the time of order**. The prices **shown on the day of subscription** apply to the Customer for the subscription it chooses; these terms of sale do not set a price list.

Prices are stated **in euros and excluding tax**. Value added tax is added according to the regime applicable to the Customer (see the "VAT" article below); the amount actually charged is a **tax-inclusive amount**, disclosed to the Customer before any payment.

A **fair use** of the included third-party APIs applies (see usage terms). **Support** services (setup, training, development — billed by time) are **separate** from the subscription and covered by their own quote.

Price revision. The Publisher may change its subscriptions and pricing. Any change to the price of a current subscription is **notified to the Customer by email**, at the billing address of its organization, **at least thirty (30) days before** its effective date, stating the new price and that date. The new price applies from the **first billing date following** that period. A Customer who does not accept the new price may terminate its subscription under the "Term, renewal & termination" article, at no cost, before that effective date; termination then constitutes rejection of the new price. **Absent termination before the effective date, the new price is deemed accepted.**

VAT

In short: France: 20 % VAT. European Union outside France with an intra-EU VAT number: reverse charge, 0 %. Outside the European Union: out of scope, 0 %. Online subscription is not open to customers in the European Union outside France without an intra-EU VAT number.

The applicable VAT regime depends on the Customer's **country** and its **taxable status**. Before any payment, the Customer provides a **billing identity** (legal name, address, country code and, where applicable, intra-EU VAT number); it is this identity that determines the amount charged.

Customer's situation	regime	rate	statement carried on the invoice
France	French VAT	**20 %**	—
European Union outside France, with an intra-EU VAT number	**reverse charge**	0 %	VAT due by the recipient, Article 196 of Directive 2006/112/EC
Outside the European Union	export of services	0 %	VAT not applicable, Article 259-1 of the French Tax Code

Customers in the European Union outside France without an intra-EU VAT number. Online subscription is not open to them at this time; they are invited to contact the Publisher.

The Customer warrants the **accuracy** of its billing identity, and informs the Publisher of any change. An inaccurate or incomplete identity may prevent a billing date from being charged and an invoice from being issued; the corresponding amounts remain due.

The rate applied, the amount excluding tax, the VAT amount and the tax-inclusive amount are **fixed at the moment of each charge** and carried on the corresponding invoice. A later change to the billing identity does not alter invoices already issued.

Order & payment

In short: Online subscription from manage.oto.cx, after providing the billing identity and accepting the usage terms, these terms of sale and the DPA. Payments are collected by Mollie, by card.

Orders are placed online from manage.oto.cx by an organization administrator. They require, **in this order**: the organization's **billing identity** — without which the amount to be charged cannot be determined — then **express acceptance** of the usage terms, these terms of sale and the DPA in their version in force.

That acceptance is **timestamped and retained** by the Publisher, together with the accepted version of each document, the organization on whose behalf it is given, and the IP address and browser of the person accepting. The purpose of this processing is to evidence contractual consent. Acceptance of an earlier version of a document does not count for the version in force: a fresh acceptance is then requested.

The subscription takes effect upon **collection of the first payment** and the opening of the resulting entitlements.

Payments are collected by **Mollie B.V.**, a company incorporated under Dutch law and an **electronic money institution** licensed and supervised by the Dutch central bank (De Nederlandsche Bank). Payment takes place on a **page hosted by Mollie**: bank details do not pass through the Publisher's servers and are never stored there. The first payment creates a **reusable mandate** on which subsequent billing dates are charged, with no further entry of details.

The payment method offered at this time is the **payment card**. SEPA direct debit may be opened later; it would be offered on the same hosted page and on the same terms.

Invoicing

In short: Every payment collected produces a numbered invoice, sent by email and downloadable from manage.oto.cx. A refund produces a credit note.

Every payment collected gives rise to an invoice issued by the Publisher, carrying the required legal particulars, the breakdown excluding tax / VAT / tax-inclusive, the subscription period covered and, where applicable, the reverse-charge or export statement.

The invoice is **sent by email** to the billing contact provided by the Customer — failing that, to the first administrator of the organization — and remains **downloadable as a PDF** from manage.oto.cx.

Any **refund**, full or partial, gives rise to a **credit note** attached to the corresponding invoice.

Payment failure & non-payment

In short: On failure, the charge is retried up to three times, three days apart. After the third failure, access stays open for fourteen days, then the organization returns to the free tier. Amounts due remain payable.

If a scheduled charge **fails**, the Publisher retries it **no more than three (3) times in total**, each attempt about **three (3) days** after the previous one.

If the third attempt fails, the subscription is placed in **arrears**: access to the features of the subscribed tier remains open for a **grace period of fourteen (14) days** from that point. At the end of that period, if payment has not been made, the subscription is **closed** and the organization returns to the **free tier**.

No data is deleted as a result of non-payment or of the resulting closure; only access rights to paid features cease. **Amounts due remain payable**, and the Customer may still settle them.

Under Article L.441-10 of the French Commercial Code, any sum unpaid on its due date automatically bears **late-payment interest** at the rate applied by the European Central Bank to its most recent refinancing operation, plus ten percentage points, and gives rise to a **fixed recovery-costs indemnity of forty (40) euros**.

Term, renewal & termination

In short: Monthly subscription with no commitment, tacitly renewed each month. Cancellable anytime, effective at the end of the current period. No withdrawal right for professionals.

The subscription is taken out for a **one-month term**, **tacitly renewed** for successive one-month periods, with no minimum commitment.

The Customer may **cancel at any time** from manage.oto.cx: access remains open until the end of the current paid period, then the organization returns to the free tier. No data is deleted as a result of cancellation. Started periods are not refunded.

The Publisher may terminate or suspend in case of breach of the terms or non-payment, under the "Payment failure & non-payment" article and after notice.

Right of withdrawal. As the Customer acts as a professional for its business, the consumer right of withdrawal (Article L.221-18 of the French Consumer Code) **does not apply**. The free tier also allows evaluating the service without payment.

Liability

In short: Liability for direct damages capped at amounts paid over the last 12 months; indirect damages excluded; statutory exceptions uncapped.

oto is under active deployment; the Publisher uses reasonable efforts without guaranteeing uninterrupted availability.

Cap. To the extent permitted by law, the Publisher's total liability for **direct damages** is capped at the amounts paid by the Customer for the subscription over the **twelve (12) rolling months** preceding the triggering event.

Exclusion. Indirect damages (loss of business, revenue, data, customers, reputational harm) are excluded.

Exceptions. These limitations do not apply and liability remains **uncapped** in case of gross negligence or willful misconduct, personal injury, breach of confidentiality, or infringement of third-party intellectual property rights. The Customer remains responsible for supervising its agents (see usage terms).

Claims & governing law

In short: Claims to alexis@otomata.tech. French law, courts of Marseille. Amicable resolution sought first.

Any claim regarding a subscription may be sent to alexis@otomata.tech. As the Customer is a professional, consumer mediation does not apply.

These terms of sale are governed by **French law**. In case of dispute, the parties agree to seek an amicable solution before any action; failing that, the **courts of Marseille** shall have sole jurisdiction.

These terms of sale supplement the usage terms and the DPA, and are governed by French law (courts of Marseille).