

General Terms and Conditions of Service

Provider: Althemia – Sole proprietorship

Trade name: Palks Studio

1. Scope of Application

These terms and conditions apply to any technical automation service provided by **Althemia – Sole Proprietorship**, operating under the trade name **Palks Studio**.

2. Description of the Services

The services may include:

- invoice automation
- CSV file processing
- PDF document generation
- internal accounting data exports

Service Evolution

The Provider reserves the right to update at any time the technical architecture, tools, scripts, or processes used to deliver the service, provided that such changes do not result in any functional regression for the Client.

These updates do not constitute a substantial modification of the agreement and do not give rise to any compensation.

3. Client-Provided Data

The Client is solely responsible for:

- the content of the data provided
- its legal compliance
- its accuracy

Any correction related to Client-provided data may be subject to additional billing.

4. Financial Terms

Services are billed on a monthly basis, according to the volumes actually processed during the relevant cycle.

Billing is established retrospectively, in accordance with the terms defined in the applicable Service Agreement.

Payments are made by bank transfer.

Services are invoiced at the rates in force at the time of order.

Prices are expressed in euros and are net of VAT.

In accordance with Article 293B of the French General Tax Code, VAT is not applicable.

Prices include only the services defined within the contractual scope.

Any additional service may be subject to supplementary invoicing.

The applicable pricing conditions are those defined in the current Service Agreement.

Pricing Changes

The Provider reserves the right to modify its pricing at any time.

The applicable rates are those in force on the date of order or service validation.

Any pricing change shall have no effect on services already ordered or in progress.

5. Late or Non-Payment

In the event of non-payment:

- the service may be suspended without prior notice
- deliverables may be withheld
- termination may be applied

No obligation to maintain the service is guaranteed.

6. Timelines and Availability

The Provider implements reasonable technical means but does not guarantee any absolute delivery timeframe or continuous service availability.

7. Liability

The Provider shall not be held liable for:

- decisions made based on generated documents
- the Client's tax or accounting obligations
- any use of the service that does not comply with its intended purpose

Scope of the batch invoicing service

The batch invoicing service is intended for French companies issuing invoices to clients located in France.

For invoicing involving clients outside of France, applicable tax rules and legal mentions may vary depending on jurisdictions.

The Provider does not guarantee the compliance of legal mentions for international invoicing within the batch service.

As a result, any use of the service for invoicing to clients located outside of France is the sole responsibility of the Client.

8. Service Suspension

If payment is not received by the contractually defined due date, the Provider reserves the right to suspend all or part of the service without prior notice, including:

- batch invoice dispatch
- generation or transmission of automated deliverables
- access to processing results

Service suspension does not suspend the Client's payment obligation.

9. Service Capacity – Right of Refusal

The Provider operates as an independent sole proprietor, with a deliberately limited service capacity.

As such, the Provider reserves the right:

- to refuse any new service request
- to temporarily suspend acceptance of new clients
- to postpone production deployment
- or to decline a quotation or onboarding request

without having to justify the reasons, in particular in cases of workload saturation or organizational, technical, or administrative constraints.

This right is exercised prior to any contract signature and does not incur the Provider's liability.

The Provider also reserves the right to temporarily suspend the commercial offering of the service, particularly in cases of excessive load or internal reorganization.

10. Billing, payments and monthly cycle

Batch services are performed exclusively based on the files submitted by the Client between the 1st and the 7th of the month following the relevant period.

Files must be submitted through the secure mechanism provided (including the unique token-based access link).

The Client is responsible for safeguarding and properly using this access link.

CSV files submitted after the 7th (inclusive) are not taken into account for the current cycle.

They may however be processed in a subsequent cycle, provided that the relevant billing period has not already been definitively closed.

Only one CSV file is accepted per Client and per monthly cycle.

The submitted file must contain all billing data the Client wishes to have processed for the relevant cycle.

No additional submission is taken into account within the same cycle.

Any correction or addition falls under the next monthly cycle, provided that the relevant period has not already been closed.

The effective date is the technical receipt date on the Provider's infrastructure.

Each monthly cycle is considered closed, frozen and non-reversible once this period has ended.

The Provider's invoice is issued based on the volumes effectively processed during the relevant cycle.

The corresponding invoice is issued on the 8th of the month. Payment must be received no later than the 13th of the month (inclusive).

The Client is requested to include the technical reference provided in the bank transfer description in order to facilitate payment reconciliation.

Subject to effective receipt of payment within this timeframe, the corresponding deliverables (generated documents, ZIP archives, technical exports) are made available from the 16th of the month.

In the absence of payment within the required timeframe, deliverables are not released for the relevant cycle, the cycle is considered closed and frozen for the processed period, and no retroactive reprocessing or modification is performed.

In case of late regularization, generated deliverables may be released during the following processing cycle without retroactive effect on previously closed periods. Such deferred delivery does not constitute a binding delivery commitment and does not entitle the Client to any compensation.

Only one batch per Client and per monthly cycle is accepted. The Provider does not manage paid invoices issued by the Client to its own customers.

The service exclusively covers the generation of invoices to be paid and associated technical documents.

11. Acceptance

Use of the service constitutes full and unconditional acceptance of these terms and conditions.

12. Mediation

In accordance with the principles of amicable dispute resolution, the Provider offers a mediation mechanism in the event of a contractual dispute.

The Client may use the following mediator free of charge:

CM2C – Centre de Médiation de la Consommation de Conciliateurs de Justice

49 rue de Ponthieu, 75008 Paris

Phone: +33 (0)1 89 47 00 14

Website: <https://www.cm2c.net/declarer-un-litige>

Email: litiges@cm2c.net

You may also use the European Online Dispute Resolution (ODR) platform:

<https://ec.europa.eu/consumers/odr/>