

# Service Agreement

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## Invoice Automation & Accounting Data Processing

**Althemia – Sole proprietorship**

**Trade name: Palks Studio**

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## 1. Parties

This Service Agreement is entered into between:

### The Provider

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And:

### The Client

Name / Company name: .....

Address: .....

Email: .....

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## 2. Purpose of the Agreement

The purpose of this Agreement is the provision by the Provider of a **technical automation service**, including in particular:

- automated generation of invoicing documents
- processing of data provided by the Client
- export of internal accounting data
- automated sending of documents (according to defined parameters)

The service is provided **exclusively within a B2B context**.

The Provider does not perform any direct transmission of documents to a partner dematerialization platform (PDP) or to the tax authorities.

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## 3. Nature of the Service

The Client acknowledges that:

- the service provided is **not** a SaaS software
- the service is **not** a certified accounting software
- the Provider does **not** act as a chartered accountant
- the processed data is provided by the Client under its sole responsibility

The system is based on **technical automation**, with no guarantee as to the accuracy of the source data.

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## 4. Service pricing

The automated invoicing services are offered according to the following tiers:

€149 / month: up to 50 batch invoices per month

€249 / month: from 51 to 150 batch invoices per month

€399 / month: from 151 batch invoices per month

Service billing is not based on a prepaid subscription.

Amounts invoiced are determined a posteriori based on the actual number of invoices effectively generated during the relevant period, as recorded by the system counters.

The Client is not required to commit to or prepay for a specific tier. The applicable tier is automatically determined at the end of the period based on actual usage.

The applicable plan is automatically determined according to the actual number of invoices generated during the calendar month, without service interruption, blocking, or per-invoice surcharge.

The corresponding invoice is issued on the 8th of the month following the relevant period.

Tier changes apply to the relevant month only and have no retroactive effect.

### Document retrieval

The Service Provider does not provide any data or document archiving service for the Client.

On a purely tolerative basis and without any guarantee, certain technical files or archives (notably batch ZIP files) may be temporarily retained.

The Client may request the retrieval of files dating back less than twelve (12) months, subject to their actual availability.

The Client remains solely responsible for the retention, backup, and legal archiving of its own documents.

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## Indicative operational schedule

The service operates on an indicative monthly schedule.

For information purposes:

- the Provider's invoices are generally issued and transmitted around the 8th of the month
- payment is generally expected within the usual timeframe up to the 13th of the month (inclusive)
- subject to effective receipt of payment within this timeframe, batch deliveries or transmissions are generally performed around the 16th of the month

These timeframes are indicative only and may vary depending on the Provider's technical or operational constraints.

These dates are provided for indicative purposes only and may vary depending on operational, technical, or calendar constraints.

No date constitutes a firm delivery or processing commitment.

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## 5. Contractual Documents

This Agreement is inseparable from the following documents:

- Terms and Conditions of Service
- Legal Notice
- Support and Corrections Policy (if applicable)

These documents are publicly accessible on the Provider's website.

The Client acknowledges having read and accepted them without reservation.

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## 6. Client Obligations

The Client undertakes to:

- provide accurate, complete, and compliant data
- verify generated documents before any use
- make payments according to the agreed deadlines

Any error resulting from Client-provided data remains the sole responsibility of the Client.

### Information required from the Client for batch invoicing

As part of batch invoicing generated on behalf of the Client, certain Client information is required in order to appear on the PDF invoices issued to the Client's own customers.

Required information includes in particular:

- Client company name
- Registered office address
- SIRET number
- SIREN number
- (where applicable) intra-community VAT number
- Contact email address
- Account holder name
- Bank name
- IBAN
- BIC / SWIFT
- Invoice language: FR or EN (applies to the entire monthly ZIP)

These information are used exclusively for display purposes on the automatically generated PDF invoices and for the overall configuration of the batch service.

Palks Studio does not process payments, perform banking checks, or provide any legal validation of this information.

If such information is partially or entirely missing, batch invoices will be generated using only the available data, without this constituting a breach, error, or liability on the part of Palks Studio.

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## 7. Data and Compliance

The Client remains solely responsible for the data transmitted as part of the service, in particular via CSV files.

File transmission by the Client is performed via the secure mechanism made available to it (including unique token-based access link).

The Client is solely responsible for the safekeeping and use of this access link.

The Client guarantees that the data provided is:

- accurate
- lawfully collected
- compliant with applicable regulations, including the GDPR

The Provider performs no legal review of the data and assumes no responsibility for its compliance.

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## 8. Support and Communication

Support related to the service is provided exclusively by email at:

contact@palks-studio.com

Automated invoice delivery emails are system-generated and do not constitute a support channel.

Any reply sent to these automated emails will not be read or processed.

No support is provided via phone, instant messaging, or social networks, unless otherwise agreed in writing.

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## 9. Limitation of Liability

The Provider's liability is strictly limited:

- to the amount of the service fees invoiced
- to errors directly attributable to the system, excluding Client data

No liability may be incurred in the event of:

- misuse of the service
- erroneous data
- failure by the Client to comply with its legal obligations

Data processed as part of the service is retained in accordance with the Data Retention Policy provided by the Provider.

The Client acknowledges that the Provider is not intended to perform any legal archiving or long-term backup obligations.

The Provider assumes no responsibility for the legal retention of documents.

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## 10. Billing, Payments and Monthly Cycle

The Service operates according to a fixed and automated monthly cycle.

For batch services, CSV files must be submitted by the Client through the secure form between the 1st and the 7th of the month following the relevant period.

The operational terms applicable to batch services — including, but not limited to, file submission periods, billing dates, payment deadlines, conditions for document generation and delivery, as well as cycle closure and non-retroactivity rules — are defined in the Service Conditions, which form an integral part of this Agreement.

The Client expressly acknowledges that each monthly cycle is closed, final and non-reversible once the contractual deadlines have elapsed.

Any default or delay in payment may result in the suspension or non-transmission of the corresponding deliverables during the relevant cycle.

In the event of subsequent payment, the generated deliverables may be transmitted during the following cycle, without any retroactive delivery for previously closed periods.

The Service Provider does not provide any management of paid invoices issued by the Client to its own customers.

The Service exclusively covers the generation of invoices due for payment and associated technical documents.

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## 11. Force Majeure

The Provider shall not be held liable for any failure or delay resulting from events beyond its control, including:

- infrastructure failure
- hosting provider or third-party service failure
- network interruption
- unforeseeable or irresistible events

In such cases, no compensation may be claimed.

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## 12. Term and Termination

This Agreement is entered into for an indefinite term from the date of signature.

Termination by the Client

The Client may terminate the Agreement at any time, subject to a minimum notice period of one (1) month, notified in writing (email).

Any monthly period started remains fully due and is non-refundable.

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### Termination by the Provider

The Provider reserves the right to terminate the Agreement with one (1) month's notice, in particular in the following cases:

- non-payment
- breach by the Client of its contractual obligations (including non-payment)
- abusive or improper use of the service
- administrative or technical reorganization
- change in business scope
- service modification or discontinuation
- excessive administrative workload incompatible with the Provider's structure

Termination does not give rise to any refund of amounts already invoiced or collected.

Upon termination of the Agreement:

- services automatically cease
  - no processing, dispatch, or document generation is maintained
  - data is retained or deleted in accordance with the applicable data retention policy
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## 13. Governing Law

This Agreement is governed by French law.

Any dispute falls under the exclusive jurisdiction of the French courts.

Personal data processed in connection with the service is handled in accordance with the Provider's Privacy Policy, which the Client acknowledges having reviewed.

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## 14. Acceptance

This Agreement is deemed accepted:

- by handwritten or electronic signature,
- or by explicit written agreement (email).