



GENERAL TERMS AND CONDITIONS OF SALE

The Seller:

PEYRAT SOFTWARE, a simplified joint stock company (S.A.S.) with capital of EUR 100, listed on the Paris Trade and Companies Register (R.C.S.) under number 992.129.916, with registered offices at 1 Rue Marguerin 75014 PARIS, FRANCE.

Trade Name: **Phoenix Development**

Contact: info@phoenixdevt.fr

Website: <https://www.phoenixdevt.fr>

1. Scope of Applicability

1.1 These General Terms and Conditions of Sale ("Terms") apply to all sales of digital services, including but not limited to video-game server plugins, addons, configuration files, applications or scripts, digital subscriptions, provided by Phoenix Development (the "Seller", "Us", "We") through our website or any third-party online platform, including but not limited to SpigotMC (SpigotMC Pty. Ltd., <https://www.spigotmc.org/>) and Polymart (Doco LLC, <https://www.polymart.org/>). These sales are made directly by us, and we remain solely responsible for the products sold. We are not affiliated with or endorsed by any such third-party platforms.

These GTCS prevail over any other terms or conditions contained in any other document or communication from the customer, unless expressly accepted in writing by us.

1.2 We reserve the right to amend these GTCS at any time. Any changes take effect immediately when they are posted on our website. Orders placed prior to such changes shall remain governed by the version of the GTCS in effect at the time of purchase.

2. Orders and Contract Formation

2.1 Orders can be placed either through our website or via authorized third-party platforms. By placing an order, you confirm that you have read and accepted these GTCS.

2.2 The contract between you and us is formed once the payment has been successfully processed. All sales are final upon confirmation, subject to the terms set out in these GTCS.

2.3 All products offered are subject to availability. We reserve the right to refuse or cancel any order in case of technical error, fraud suspicion, or other legitimate reasons.

3. Prices and Terms of Payment

3.1 All prices are displayed in EUR and include all applicable taxes unless stated otherwise. Prices may vary depending on the platform through which the product is purchased.



3.3 Payments are processed securely through the payment methods available on our website or on authorized third-party platforms. We do not store or have access to your payment information.

3.4 We reserve the right to modify prices at any time; however, the price applicable to an order shall be the one displayed at the time the order is placed.

4. Terms of Delivery and Late Delivery

4.1 Upon successful payment, you receive immediate access to the purchased service, either through an on-screen download link, an account page, or an automated email confirmation containing the download link or license key.

4.2 No physical delivery will take place. All products and services are delivered digitally only.

4.3 In the event of a technical issue preventing access to the purchased service, you must contact our support team at support@phoenixdevt.fr. We will make reasonable efforts to restore access within a reasonable timeframe.

4.4 We shall not be liable for any delay or failure in delivery resulting from factors beyond our reasonable control, including interruptions or downtime of third-party platforms or payment processors.

5. Product Acceptance and Technical Issues

5.1 Digital products are deemed accepted upon successful download or access by the customer.

5.2 If you experience any issue preventing you from accessing, downloading, or activating the purchased product (for example, a corrupted file or invalid license key), you must notify us within five (5) calendar days of purchase by contacting our support team (see above). We will verify the issue and, if confirmed, provide a replacement download link, a valid license key, or another appropriate solution.

5.3 We are not responsible for issues resulting from your device, operating system, or third-party software incompatibility, unless the minimum technical requirements are clearly met and the issue originates from our product.

6. Refunds and Right of Withdrawal

6.1 When purchasing paid services from us, you are requesting access to the content that you purchase immediately after your purchase is completed, and you consent to the immediate availability of that content.

6.2 If you reside in the European Union and purchase paid services from us, you lose your statutory right to withdraw or purchase and request a refund when you complete the purchase.

6.3 We reserve the right to reject any refund after access to the service has been granted as described in Article 4, except in cases of proven technical defects or non-delivery, as described in Article 7.



7. Warranty

6.1 We warrant that the digital products provided will be delivered free of technical defects and will be accessible or downloadable as described at the time of purchase.

6.2 Our warranty covers only defects that prevent normal access or use of the product, such as corrupt files, invalid license keys, or download errors directly attributable to us. If such an issue occurs, you must notify us within five (5) calendar days from the date of purchase. We will, at our discretion, either (i) provide a replacement file or valid license key, or (ii) refund the purchase price.

6.3 We make no other warranties, express or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose, or compatibility with specific software or hardware configurations. You are responsible for ensuring that your system meets any stated technical requirements prior to purchase.

8. Intellectual Property Rights Infringement

7.1 If any digital product provided by us is found to infringe a third party's copyright, trademark, or other intellectual property right, and you are legally prohibited from using it, we will, at our discretion and expense: (a) obtain for you the right to continue using the product; (b) modify or update the product so that it becomes non-infringing; or (c) withdraw the product and refund the purchase price.

7.2 The foregoing constitutes our entire liability and your exclusive remedy with respect to any claim of intellectual property infringement.

9. Limitation of Liability

8.1 To the fullest extent permitted by law, neither party shall be liable for any indirect, special, incidental, consequential, or punitive damages of any kind arising out of or related to the use of the purchased digital products. This includes, but is not limited to, loss of profits, loss of data, business interruption, server crashes, game downtime, loss of players or customers, or damage to hardware or software caused by or related to the installation or use of the software on any server, game environment, or third-party platform.

8.2 Our total aggregate liability for any claim, whether in contract, tort, warranty, or otherwise, shall in no event exceed the purchase price paid for the specific digital product giving rise to the claim.

8.3 We shall not be liable for any damages or losses arising from (a) your failure to meet the technical requirements or compatibility specifications; (b) unauthorized modifications or uses of the product; or (c) third-party software or services integrated or used with our products.

10. Force Majeure

9.1 Neither party shall be held liable for any delay or failure to perform its obligations under these GTCS if such delay or failure is caused by events beyond its reasonable control ("force majeure"),



including but not limited to natural disasters, war, terrorism, strikes, lockouts, riots, power outages, server failures, or interruptions of third-party platforms or payment services.

9.2 The obligations of the affected party shall be suspended for the duration of the force majeure event. Once the event has ended, the obligations shall resume promptly.

9.3 If a force majeure event continues for more than thirty (30) calendar days, either party may terminate the affected order or contract by giving written notice to the other party, without liability.

11. Miscellaneous

10.1 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these GTCS or to any contracts of sale entered between us.

10.2 No waiver of any provision of these GTCS shall constitute a waiver of any other provision or of the same provision on another occasion. Failure to enforce any provision shall not constitute a waiver of such provision or any other provision of these GTCS.

10.3 Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

10.4 These GTCS and all contracts of sale entered between us shall be governed by and construed in accordance with French law, without regard to its conflict of law rules. Any dispute arising out of or in connection with these GTCS shall be submitted to the exclusive jurisdiction of the competent courts of PARIS, without prejudice to our right to initiate proceedings in any other court having jurisdiction.