

GENERAL TERMS AND CONDITIONS OF SALE APPLYING TO PIXEL DROP SERVICES

Preamble

Payment via a direct link on our website or the signature of a quote or contract (sent by email, mail, or in person) implies unconditional acceptance of these general terms and conditions of sale, which govern contracts concluded between Pixel Drop and its Clients.

Article 1: Definitions

- **"Pixel Drop"** refers to the company Akli Goudjil, Sole Proprietorship (EI), headquartered at 58 Rue de la Chaussée d'Antin – 75009 Paris – France.
 - **"Client"** refers to any legal or natural person making a payment via a direct link on our website or signing a quote issued by Pixel Drop.
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Article 2: Purpose

This document aims to define the general terms and conditions of sale as well as the terms under which Pixel Drop provides services to its Clients. The main characteristics of the services offered by Pixel Drop are detailed on the website accessible at www.pixel-drop.com, which the Client acknowledges having read.

Payments made via the website serve as purchase orders, and quotes in paper or electronic format constitute, along with this document, the Contract between Pixel Drop and its Clients.

Article 3: Duration of Pixel Drop's Offers

The Contract is concluded for a period of one year from its effective date, as defined in Article 8 below.

For recurring services (digital marketing, website maintenance, etc.), the Contract will be renewed automatically under the conditions outlined in Article 10.

The Contract may be terminated by either party in accordance with the provisions of Article 10.

Article 4: Conditions of Use of Pixel Drop Services

Property Transfer

Pixel Drop commits to transferring to the Client all intellectual property rights over the work created once full payment has been made by the Client under the Contract.

References

The Client authorizes Pixel Drop to cite their name and logo on its communication materials (website, brochures, etc.) as a reference.

Project Timeline

If Pixel Drop provides a project timeline, it is indicative and assumes:

- A Client response time of less than **2 business days** to all emails from Pixel Drop.
- A maximum of **3 revisions** on functional and graphic mockups.

Delays in providing content may impact project duration. The Client cannot claim a delivery delay if content was not provided on time.

File Retention

In compliance with GDPR policies, Pixel Drop automatically deletes all project-related data (documents, mockups, etc.) **after 2 years**. After this period, files can no longer be provided.

Artificial Intelligence

Pixel Drop may use **Generative AI** for text, image, or video creation. Pixel Drop commits to using AI responsibly. The Client owns all content created with AI but grants Pixel Drop the right to use it for research and development.

Article 5: Website Creation and Development

Domain Names

Pixel Drop does not verify the legality of domain names. The Client is responsible for ensuring ownership and legal compliance of any purchased domain.

Technical Specifications

A detailed **technical specification document** must be provided by the Client. The agreed quote will serve as the reference document.

Mockups and Revisions

Pixel Drop provides up to **3 iterations per mockup** unless otherwise stated in the quote. Additional revisions require an extra quote.

Browser & Mobile Compatibility

Websites are optimized for **current versions** of Edge, Firefox, Chrome, and Safari. Pixel Drop cannot guarantee full compatibility with all browsers and devices.

SEO & Search Engine Visibility

It may take weeks before a website appears in search engine results. Pixel Drop cannot guarantee ranking positions or timeframes.

Bug Fixes and Updates

Bug reports within **one month** after delivery are fixed for free. After this period, fixes require an additional quote.

Article 6: Digital Marketing Services

Best-Effort Commitment

Pixel Drop provides digital marketing with a best-effort obligation, meaning results cannot be guaranteed.

Client Involvement

The Client's engagement and the quality of provided information directly affect results.

Article 7: Website Maintenance

Preventive Maintenance

Pixel Drop manages regular **WordPress CMS, plugin, and theme updates**. The Client is responsible for verifying the website's functionality after updates.

Backups

Pixel Drop does not store backups unless the Client has subscribed to a maintenance contract.

Article 8: Financial Terms

The Client agrees to pay the amounts specified in the quote. Payments are due in **euros (€) and exclusive of taxes (HT)**. Unpaid invoices are subject to late fees of **15% per annum**.

Article 9: Contract Renewal & Termination

For recurring services, the Contract renews automatically with a **+3% annual price adjustment**. The Client may cancel with a **30-day notice**.

Article 10: Liability & Force Majeure

Pixel Drop's liability is limited to the amount paid by the Client under the contract. In cases of force majeure, neither party shall be held responsible for non-performance.

Article 11: Modifications to the General Terms & Conditions

Pixel Drop reserves the right to modify these conditions. Any changes take effect upon publication on the website.

Article 12: Governing Law & Jurisdiction

These terms are governed by **French law**, and any disputes shall be subject to the exclusive jurisdiction of the **courts of Paris**.

For any inquiries, please contact contact@pixel-drop.com.
