

General Terms and Conditions of Sale (GTC) - PureBasic Software

Last updated: 17/03/2025

These General Terms and Conditions of Sale govern the sale and use of the PureBasic Software between Fantaisie Software, a sole proprietorship registered under SIREN number 435097290, located at 10 rue de Lausanne, 67640 Fegersheim, France, and any Client. The applicable General Terms and Conditions of Sale (hereinafter referred to as the "Contract") are those in force at the date of the Order by the Client.

1. Contractual Documents

This Contract is composed of the following documents, which form an integral part thereof, in descending order:

- These General Terms and Conditions of Sale,
- The Order placed online by the Client,
- The Privacy Policy.

In case of contradiction between these documents, the higher-ranking document shall prevail.

2. Definitions

In this Contract, the following words or expressions have the meaning given below, whether used in the singular or plural:

Developed Applications: refers to any software, program, or application created by the Client using the Software, which constitutes an independent and autonomous work. A Developed Application must in no case allow direct or indirect access to the Software in its original or modified form, nor reproduce or expose a substantial part of its functionalities in a manner exploitable by a third party.

Client: refers to any person acquiring a License to use the PureBasic Software as a consumer or professional, as defined by French law.

Order: refers to the final Order when the payment has been accepted and the full amount due has been received by the Seller.

Consumer: refers to any natural person acting for non-commercial purposes that is outside any professional or commercial activity.

Contract: refers to all the stipulations and documents constituting this agreement, as defined in Article 1 of this Contract.

License: refers to the individual right to use the Software granted to the Client. This

individual right of use is personal, non-transferable, non-exclusive, and may not be sublicensed. It only authorizes the installation and use of the Software in accordance with the provisions of this Contract.

Software: refers to the PureBasic software, published by Fantaisie Software, allowing the development of applications, along with all associated documentation, including installation procedures and usage instructions. It is provided as an individual use License, in accordance with this Contract.

Order Web Page: refers to the specific page on the website www.purebasic.com where the Client selects the Software License, reviews the applicable conditions for its purchase, and proceeds with the payment.

Order Placement: refers to all the steps through which the Client expresses their intention to purchase the Software on the Seller's website, as defined in Article 6 of this Contract.
Technical Prerequisites: refers to all the hardware, environments, data, third-party software, and devices recommended by Fantaisie Software, necessary for the installation and optimal use of the Software.

Professional: refers to any natural or legal person acting within the scope of their professional or commercial activity, whether as a business or self-employed individual.

3. Object and Scope

This Contract aims to define the conditions under which Fantaisie Software grants the Client an individual License to use the Software, in exchange for payment of a price.

This Contract applies to both consumers and professionals.

4. Acceptance of the Contract

The Client acknowledges having read this Contract before finalizing the Order. A copy of this Contract will be sent by email and will remain accessible at any time via a link at the bottom of the Order Web Page.

The Seller recommends that the Client review the Contract before each new Order, as the version in force at the time of purchase will systematically apply to the transaction.

5. Description of the Software

The Software is a modernized version of the Basic programming language. Its main features are as follows:

- **Programming Language:** PureBasic is a language designed to combine ease of learning and use with high performance and fast execution.
- **Integrated Development Environment (IDE):** The Software comes with a complete environment allowing the Client to create, test, and compile their programs smoothly and efficiently.
- **Compiler:** PureBasic includes a compiler that transforms code written in PureBasic into executable programs.

For a detailed description of the Software, please visit the official website at: www.purebasic.com.

6. Order Placement

The Order placement on the website www.purebasic.com is done in several steps, as follows:

- **Product Selection:** The Client selects the desired License from the options available on the Order Web Page.
- **Account Creation:** The Client must then create an account by filling out the registration form with the requested information. The Client agrees to provide complete, accurate, and up-to-date information.
- **Order Validation:** Once the form is completed, the Client validates their Order by clicking on the "Order" button.
- **Secure Payment:** After validating the Order, the Client is redirected to the payment page to settle their Order via a secure method, such as PayPal or bank transfer.

The Order is considered final when the payment has been accepted and the full amount due has been received by the Seller.

After receiving the payment, the Seller sends the Software, in the form of a download link, to the email address provided by the Client when filling out the form on the Order Web Page.

The installation and administration of the Software shall be carried out under the sole responsibility of the Client. The Client agrees to accept the Software provided upon its first delivery, provided that it complies with the Order and its documentation. In the event of non-compliance, the Client must notify Fantaisie Software by email at support@purebasic.com within 48 hours of delivery. The Client acknowledges that any modification made to the installation or runtime environment of the Software will be done at their own risk.

The Client is required to verify, prior to any Order, the characteristics of the Software, ensure its compatibility with their environment, and comply with the technical prerequisites indicated on the website www.purebasic.com. It is the Client's responsibility to ensure that the Software meets their specific needs and technical constraints. In this context, the Client must familiarize themselves, before accepting this Contract, with all the necessary information for implementing the Software, including but not limited to the technical prerequisites available on the website www.purebasic.com. Failing this, the Client acknowledges being fully informed of the Software's features, characteristics, and prerequisites.

No document or statement of requirements established by the Client shall be considered by the Seller under this Contract. Any request for specific adaptation of the Software to the Client's needs shall be subject to a separate contract, not governed by this Contract, and offered optionally.

7. License

7.1. Grant of License

In exchange for payment of the agreed price, the Seller grants the Client a personal, non-exclusive, non-transferable, and non-assignable right to use the Software for the duration, scope, and conditions defined by this Contract. The License allows the Client to: (i) install the Software; and (ii) use the Software solely for the Client's internal needs, excluding any other purpose and subject to compliance with the terms of this Contract.

The use of the Software varies depending on the Client's status and within the limits of the rights granted by this License:

- **Consumer Client:** Use of the Software strictly for personal and non-commercial purposes.
- **Professional Client:** Use of the Software in a professional or commercial context.

7.2 Developed Applications

The Client is authorized to use the Software as a development tool to create and distribute Developed Applications, subject to compliance with the following conditions:

- **Prohibition of Software Integration:** The Client is prohibited from creating Developed Applications that directly integrate the Software, whether in its original or modified form. Developed Applications must constitute independent and autonomous works.
- **Access to the Software:** Developed Applications must in no case allow third parties to access the Software or extract any or all of its functionalities in an autonomous manner.
- **Restrictions on the Software:** The Client is prohibited from reselling, modifying, redistributing, or sublicensing the Software, in whole or in part, in any form that allows a third party to directly exploit it.
- **Prohibition of Creating Competing Software:** The creation of a competing Software or an application substantially reproducing the functionalities of the Software is strictly prohibited.
- **Non-compliant Use:** Any use of the Software not in compliance with these conditions or requiring additional rights will be subject to prior written agreement from the Seller.

In case of non-compliance with these provisions, the Seller reserves the right to take any appropriate legal action and to claim damages for the harm suffered.

The Software remains the exclusive property of Fantaisie Software.

7.3 Duration of the License

The License granted under this Contract is perpetual, subject to compliance with the terms of use defined in the Contract. In case of non-compliance with these conditions by the Client, Fantaisie Software reserves the right to suspend access to the evolutionary maintenance provided in the Contract, until the situation is regularized, without prejudice to any other action Fantaisie Software may take to protect its rights.

7.4 Restrictions

The Client is not authorized to: (i) reproduce, distribute, transfer, or commercialize the Software as a main product in any manner, in any form; (ii) use or allow the use of the Software for the benefit of third parties, whether through making it available, sharing, lending, or any other form of exploitation; (iii) modify, adapt, translate, create derivative works, decompile, disassemble, or reverse engineer the Software.

The Client agrees to use the Software in strict compliance with the terms of use defined in the Contract, as well as with the laws, regulations, and standards in force in France.

If the Client integrates third-party software in the context of their use of the Software, which is not provided by Fantaisie Software, they acknowledge being bound by the terms of use specific to such third-party software.

8. Usage Rules

The Client agrees to use the License in accordance with the rules of good conduct established by Fantaisie Software. These rules, which are not exhaustive, may be modified at any time by Fantaisie Software to ensure appropriate use of the Software.

By way of example, and without limiting Fantaisie Software's rights to take any appropriate action against the Client, the Client is prohibited from:

- Creating, using, sharing, and/or publishing, by any means related to the Software, any document (text, image, sound, video, etc.) that: violates a duty of confidentiality, infringes on intellectual property rights or the right to privacy of a third party, incites to commit an illegal act (e.g., hacking, distribution of counterfeit Software).
- Transmitting or propagating malicious software, such as viruses, Trojans, worms, corrupted files, or any other harmful device related to the Software.
- Organizing, participating, or being involved in any attack targeting the servers of Fantaisie Software, its service providers, and/or partners.
- Creating, providing, or using unauthorized solutions, such as emulators or other means to circumvent the use of the Software.
- Sending spam or disrupting communications, particularly by interrupting exchanges with repetitive messages for personal or commercial purposes.
- Transmitting or publishing any offensive or inappropriate content, including: illegal, abusive, discriminatory, defamatory, or hateful remarks, obscene, sexually explicit, or inciting violence, contrary to applicable laws and regulations.
- Harassing, threatening, or intimidating other users of the Software.
- Abusing the support service by making unfounded complaints or sending inaccurate reports.
- Impersonating a representative of Fantaisie Software, an employee, or one of its partners.
- Falsely claiming endorsement, support, or affiliation with Fantaisie Software in connection with the use of the Software.

9. Intellectual Property

9.1 Ownership of the Software

The Software, as well as all its components (documentation, source codes, logos, texts, graphics, images, etc.), and all related intellectual property rights, remain the exclusive property of Fantaisie Software.

No rights other than those expressly granted to the Client under this Contract may be interpreted as transferred or granted implicitly to the Client.

The Client is prohibited from modifying, altering, deleting, or hiding any intellectual property rights notices in the Software. Similarly, any copy, translation, modification, adaptation, or creation of a derivative work of the Software, regardless of its origin or initiative, remains the exclusive property of Fantaisie Software.

10. Financial Conditions

10.1 Price

Prices are displayed in euros including all taxes (VAT) and do not include any duties, taxes, or levies, which remain the responsibility of the Client.

The prices indicated on the Seller's Order Web Page may be modified at any time, without notice, and will apply immediately to any new Order.

10.2 Billing and Payment Terms

Payment for the License is made online via the third-party payment service PayPal, or by bank transfer according to the instructions specified on the Order Web Page. The Client guarantees the Seller that they have all necessary authorizations to use the chosen payment method. In case of payment refusal by PayPal, the Client must contact the Seller to make the payment by another valid means. If, for any reason (opposition, refusal, etc.), the payment fails, the Order will be canceled.

The billing of the License is done upon delivery of the Software. The invoice will be made available on the Client's online account. The Seller reserves the right to transmit or make invoices available to the Client in electronic format.

11. Warranties

11.1 Conformity Warranty (Consumers only)

Fantaisie Software guarantees that the Software will conform to the description given on the Fantaisie Software website, in the Order, and in accordance with the terms of this Contract, for a period of two (2) years from the delivery of the product. In case of non-conformity, the Client may request conformity, a price reduction, or contract termination, subject to the conditions provided by Article L.217-4 and following of the French Consumer Code. However, if the cost of conformity chosen by the Client is manifestly disproportionate compared to the other available option, considering the value of the License or the importance of the defect, Fantaisie Software may proceed with a refund, without following the option chosen by the Client. It is important to note that this warranty does not apply in cases where the Software has been modified by the Client or used in a manner incompatible with

the terms of use defined by the Seller. To invoke the warranty, the Client must contact Fantaisie Software by email at the following address: support@purebasic.com.

EXCEPT FOR THE WARRANTY PROVIDED IN ARTICLE 11.1 OF THIS CONTRACT, FANTAISIE SOFTWARE, ITS LICENSORS, AND AUTHORIZED DISTRIBUTORS EXCLUDE ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, EXPRESS OR IMPLIED, ARISING FROM LAW, CUSTOM, OR ANY PRIOR STATEMENT, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP, AND NON-INFRINGEMENT, RELATING TO THE SOFTWARE PROVIDED UNDER THIS CONTRACT.

FANTAISIE SOFTWARE DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM INTERRUPTION OR ERROR, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. THE CLIENT ASSUMES FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE THE RESULTS THEY EXPECT, AS WELL AS FOR ITS INSTALLATION, USE, AND THE RESULTS OBTAINED FROM IT.

12. Right of Withdrawal (Consumers only)

In accordance with applicable legislation, the consumer has a right of withdrawal of fourteen (14) days from the receipt of the Software. However, under Article L221-28 of the French Consumer Code, the right of withdrawal does not apply when the Software has been downloaded by the Client, which is considered as the beginning of the execution of the Contract.

13. Personal Data

Each Party agrees to comply with all its obligations under applicable data protection legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation - GDPR), as well as Law No. 78-17 of 6 January 1978, known as "Informatique et Libertés".

The Seller implements appropriate technical and organizational measures to ensure the protection, confidentiality, and security of the Client's personal data in compliance with applicable legal provisions.

In accordance with French law, the Client has the following rights regarding their personal data: • Right of access; • Right to rectification; • Right to object (for legitimate reasons); • Right to data portability; • Right to erasure. The Client may exercise these rights by sending a request by email to the following address: support@purebasic.com. It is specified that the Client must prove their identity by sending a photocopy of their ID.

For more details on the processing of personal data, the Client is invited to consult the Privacy Policy available on the website www.purebasic.com, which forms an integral part of this Contract.

14. Corrective Maintenance of the Software

The Seller provides the Client with the necessary updates to maintain the conformity and security of the Software free of charge. These updates are available on the website www.purebasic.com and can be viewed and downloaded by the Client.

Fantaisie Software commits to deploying the available human and technical resources to respond, as promptly as possible, to anomalies reported by the Client. This commitment constitutes an obligation of means, not of result, and Fantaisie Software cannot guarantee the systematic resolution of all reported anomalies.

In case of non-installation within a reasonable time or incorrect installation of updates by the Client, the Seller cannot be held responsible for conformity defects or security issues resulting from such non-installation or incorrect installation.

The Client acknowledges that the Software provided by Fantaisie Software has been designed to function with certain configurations and environments specified at the time of its availability. In case of update, modification, or major change of a third-party software (such as an operating system, a Windows update, or any other external software or program), leading to incompatibility with the Software, Fantaisie Software cannot be held responsible for any malfunction, non-functioning, or performance degradation of the Software. Fantaisie Software commits to implementing reasonable means to identify and seek a solution to any incompatibility resulting from such changes. However, Fantaisie Software does not guarantee a specific result or a particular time frame for the resolution of these issues and cannot be held responsible if no solution is found or if it takes a prolonged time.

15. Evolutionary Maintenance of the Software

The evolutionary maintenance of the Software provided by Fantaisie Software consists of making updates available, subject to their availability and in accordance with the Seller's policy. The Client acknowledges that Fantaisie Software remains free to propose, at its sole discretion, evolutions aimed at improving the quality, functionalities, or coverage of the Software, without this constituting an obligation on its part. Consequently, Fantaisie Software cannot be held responsible for the absence of certain updates or the evolution of the Software's features.

Fantaisie Software may provide updates to the Software to meet new developments, provided that such adaptations of the Software do not require the rewriting of a substantial part of the existing Software.

The Client is informed and accepts that the updates mentioned above may, at any time, render the functionalities of the Software unsuitable. The Client is informed and accepts that all or part of the Client's environments, in their initial configuration, may not support a Software update. Fantaisie Software cannot be held responsible for this.

The Software updates available can be viewed on the website www.purebasic.com and downloaded. Updates can be performed at no additional cost to the Client.

The Client has the right to refuse or uninstall an update if it negatively affects their use of the Software, in accordance with the provisions of the French Consumer Code. However, the Seller cannot be held responsible for any negative consequences on the Client's environment resulting from non-installation within a reasonable time or incorrect installation of the Software updates by the Client.

16. Client's Obligations

The Client agrees to provide complete, accurate, and up-to-date information when concluding the Contract, and to notify Fantaisie Software without delay of any changes concerning this information, particularly those related to their payment details. The Client

also acknowledges that the delivery of the Software and the proper execution of the Contract depend on the Client's compliance with all the obligations set out in this Contract.

The Client acknowledges that the use of the Software, under this Contract, is under their exclusive control, direction, and sole responsibility. In this regard, the Client is responsible, without this list being exhaustive, for the following:

- **Choice and acquisition of third-party hardware and software:** The Client is responsible for the choice and acquisition of third-party hardware and software intended to be used with the Software. Any incompatibility, malfunction, or disruption resulting from the use of these elements cannot in any case engage the responsibility of Fantaisie Software.
- **Management of the IT infrastructure:** The Client is responsible for the management of their IT infrastructure, including, where applicable, in case of recourse to multiple providers. The coordination and integration of these elements are the sole responsibility of the Client.
- **Compliance with technical prerequisites:** The Client must ensure compliance with the current and future technical prerequisites of the Software, to avoid any slowdown, blockage, or data alteration.
- **Modifications made to the Software:** The Client assumes full responsibility for the consequences of modifications they make to the installation, configuration, or environment of the Software.

In case of non-compliance with this Contract or use of the Software contrary to the defined conditions, the Client will assume full responsibility for the consequences of their actions. They agree, in this regard, to indemnify and hold harmless Fantaisie Software, its authorized distributors, as well as any concerned third party, against any loss, damage, liability, claim, or expense (including reasonable attorney fees) arising directly or indirectly from the use, possession, or exploitation of the Software by the Client, without prejudice to any other action Fantaisie Software may take.

17. Seller's Liability

Considering professional practices and standards in its field of activity, Fantaisie Software commits to making all necessary efforts to fulfill its obligations. This commitment constitutes an obligation of means, not of result.

In case of liability of Fantaisie Software, the compensation for all damages, including interest, fees, and other incidental costs, will be strictly limited to the direct and foreseeable damage suffered by the Client, and cannot in any case exceed the total amount paid by the Client for the concerned License.

IN NO EVENT SHALL THE SELLER, ITS AUTHORIZED DISTRIBUTORS, OR ITS OWN LICENSORS OR ANY OTHER CONCERNED PERSON BE LIABLE TO THE CLIENT OR TO A THIRD PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, FORESEEABLE OR UNFORESEEABLE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, CUSTOMERS, USE OF MONEY OR THE SOFTWARE, INTERRUPTION OF USE OR ACCESS TO DATA, INTERRUPTION OF OTHER PRODUCTS OR DETERIORATION OF OTHER GOODS), RESULTING FROM A BREACH OF THE PROVISIONS OF THIS CONTRACT, OR FROM NEGLIGENCE. IN ANY CASE, THE TOTAL LIABILITY OF THE SELLER, ITS AUTHORIZED DISTRIBUTORS, OR ITS

OWN LICENSORS OR ANY OTHER PERSON SHALL BE LIMITED TO THE PRICE THE CLIENT HAS ACTUALLY PAID TO THE SELLER FOR THE LICENSE THAT CAUSED THE DAMAGE. THE PROVISIONS OF THIS ARTICLE DO NOT APPLY TO THE CLIENT IN CASE OF MANDATORY CONTRARY PROVISIONS OF APPLICABLE LAW.

18. Force Majeure

The liability of Fantaisie Software cannot in any case be engaged in case of force majeure. In case of prolongation of the force majeure for more than sixty (60) days, the Contract may be terminated at the initiative of either Party, without any right to compensation on either side. Expressly, the following will be considered as cases of force majeure, in addition to those usually recognized by French courts: blockade or disruption of communication, telecommunication, or postal means, fire, embargoes, floods, epidemics, pandemics, government acts, war, riots, social unrest, work stoppages, production stoppages due to fortuitous breakdowns, malicious attacks despite all measures implemented by Fantaisie Software to avoid them.

19. Contract Termination

Fantaisie Software may terminate the Contract by right in case of a serious breach by the Client of one of their contractual obligations, not remedied within thirty (30) days from the sending of a notification by the email provided by the Client during the Order notifying said breach. The following are notably considered as serious breaches justifying the termination of the Contract, without this list being limitative:

- Non-compliance with the scope of use of the Software, including access conditions;
- Any infringement of Fantaisie Software's intellectual property rights;
- Any breach of the obligation of confidentiality and protection of confidential information.

20. Miscellaneous Provisions

20.1 Partial Nullity

Any modification of the applicable legislation or regulation, or any decision of a competent court invalidating one or more clauses of this Contract shall not affect the validity of the other clauses of this Contract. The other provisions shall remain valid and continue to apply.

20.2 Proof Agreement

In addition to the legal provisions conferring probative value to digital writing, the Parties agree to recognize the validity and probative force of emails, SMS, notifications exchanged between them, as well as digitized documents within the framework of the Contract. This also includes all IT and electronic elements created and/or stored by Fantaisie Software via its support tools.

20.3 Interpretation

In case of divergence or difficulty of interpretation between the French, English, or German versions of the Contract, the French version shall prevail.

21. Governing Law and Jurisdiction

The Contract is governed by French law, both for the rules of form and substance.

IN THE ABSENCE OF AN AMICABLE AGREEMENT, THE COMMERCIAL COURT OF PARIS SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR ANY DISPUTE ARISING FROM THE CONTRACT. THIS JURISDICTION CLAUSE, BY EXPRESS AGREEMENT BETWEEN THE PARTIES, SHALL APPLY EVEN IN CASE OF MULTIPLE DEFENDANTS, THIRD-PARTY PROCEEDINGS, AND FOR CONSERVATORY, SUMMARY, OR EX PARTE PROCEEDINGS.

In accordance with Article L.612-1 of the French Consumer Code, in case of a dispute, the consumer may resort free of charge to an approved mediator. If mediation fails, the Consumer may seize the competent court, particularly the one of their place of residence, in accordance with Articles L.616-1 and R.616-1 of the French Consumer Code.

However, prior to any recourse to the state court, negotiation in a spirit of loyalty and good faith shall be privileged to reach an amicable agreement in the event of any conflict relating to this Contract, including its validity.

The Party wishing to initiate the negotiation process shall inform the other Party by the email, indicating the elements of the conflict. The Client may contact the Seller to the following address: support@purebasic.com. If, after a period of fifteen (30) days, the Parties fail to reach an agreement, the dispute shall be submitted to the competent jurisdiction designated below.

During the entire negotiation process and until its outcome, the Parties shall refrain from taking any legal action against each other for the conflict subject to the negotiation. By exception, the Parties are authorized to seize the summary jurisdiction or to request an ex parte order.