

**WHIRLWRITER™ SOFTWARE LICENCE AGREEMENT  
AND GENERAL CONDITIONS OF SALE**

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## **SECTION 1 - WHIRLWRITER™ END USER SOFTWARE LICENCE AGREEMENT.**

THE USE OF THE WHIRLWRITER™ SOFTWARE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO OR UNDERSTAND THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD THE SOFTWARE.

The WHIRLWRITER™ software is the property of the private enterprise formed according to French law, Jacobsen Traductions, which is registered in the INSEE register under the number SIRET 423 454 719 000 42, and hereinafter referred to as "the Licensor". The Licensor hereby grants the right to use the WHIRLWRITER™ software under the conditions defined below.

### **1. Definitions**

"**The Licensor**" is the one who grants the User a right to use his software.

"**User**" or "**Licensee**" is the person who has the right to use Licensor's software.

"**The Software**" means the WHIRLWRITER™ software created by Licensor, the use of which is made available to User. It is valid for all editions and versions of this software. The term "Software" includes the executable file together with its accompanying files and documents.

"**Use of the Software**" means loading the Software into the temporary memory of a computer or installing it into the permanent memory of the computer.

"**The License Agreement**" or "**the License**" means the SECTION above referred to as the WHIRLWRITER™ END USER SOFTWARE LICENCE AGREEMENT.

### **2. Essential Features of the Software**

The WHIRLWRITER™ Software is a computer work environment (desktop) to facilitate the writing and formatting of scientific articles. The Software implements a simple word processing function supported by modules for structuring text, gathering ideas in the form of brainstorming, managing projects, saving snippets of text and formatting text and the references according to pre-defined styles or determined by the User. The Software is suitable for writing short texts (fewer than 100 pages).

### **3. Grant of licence to use.**

Licensor grants the User a personal, non-commercial, non-transferable, non-exclusive, non-sublicensable licence to install and use the Software for the term of the Licensee's subscription against payment of the subscription fee. The Licensee shall not use or permit any third party to use the Software or this License for commercial purposes. Updates, upgrades, patches and modifications may be required to enable you to continue using the Software on certain hardware. The User must use the Software on a single computer and by a single person at a time. THIS PRODUCT IS PROVIDED TO YOU UNDER LICENCE, NOT SOLD TO YOU.

### **4. Copyright**

4.1. The Licensee acknowledges that the Software is protected by copyright. The Software as well as the copyrights thereto belongs to the Licensor.

4.2. The License does not include the transfer, to the Licensee, of the Licensor's ownership of the Software, for example copyright.

4.3. Except for the rights granted in Section 3 of this License, the Licensee may not reproduce, modify, edit, translate, recompile or decompile the Software, reverse engineer it or manufacture derivative works, whether these operations are temporary or definitive, partial or complete. The Licensee is not authorized to reproduce the Software in any way other than that referred to in article 6 below. It is also prohibited to publish, distribute free of charge or against payment, rent or resell the Software or make it accessible to third parties, for example via the Internet. Licensee is not permitted to incorporate or integrate the Software into any other product.

These provisions are valid insofar as they are not contrary to the laws in force.

4.4 The Licensor reserves the right to correct errors which could occur during the Use of the software and which are due to the Software, and the User is in this case invited to contact the Licensor.

## **5. Intellectual property**

The Licensor warrants that it owns the intellectual property rights to the Software.

## **6. Rights and obligations of the Licensee**

The Licensee has the right to make a backup copy of the Software, to study its operation or to perform the acts necessary for its use, but he undertakes not to make the Use of the software available to anyone else.

## **7. Obligations of Licensor**

The Licensor undertakes to make the Use of the software available to the Licensee against payment of the subscription fee.

## **8. Exclusion of warranty and liability**

THE WHIRLWRITER™ SOFTWARE IS LICENSED TO THE USER AS IS. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE WHIRLWRITER™ SOFTWARE AND ITS ACCOMPANYING FILES AND DOCUMENTS. THIS INCLUDES BUT IS NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR FAULT-FREE OR THAT ERRORS WILL BE CORRECTED.

The User is solely responsible for determining the suitability of the Software for the User's use, and User accepts full responsibility for all risks associated with its use. The Licensor is not responsible for direct, indirect, special or incidental damages including loss of profit or interruption of the User's activity and this, whatever the cause, and this even if the Licensor has been advised of the possibility of such damages.

These provisions are valid insofar as they are not contrary to the laws in force. Otherwise, the extent of liability cannot exceed the price of the annual subscription fee.

## **9. Software Terms of Use**

The Licensee acknowledges that by signing this contract, he is deemed to have read the conditions of Use of the software and the general conditions of sale (see section II or III below as the case may be).

## 10. Warnings and instructions for use

We remind you that the User must use the Software in compliance with the laws and regulations of the country where the Software is used and where it was made available.

## 11. Limitation of use of the software

The License is granted to a single legal or natural person for use by a single natural person and on a single computer. The License is granted for the duration of the subscription or for the trial period which cannot exceed one month. The Licensee may use the Software in the geographical location of his choice.

## 12. Configuration and technical prerequisites

The Software is programmed in Java and requires the installation of a Java environment (Runtime Environment 13 and more recent versions) on the User's computer. It is optimized for OpenJDK Zulu 15.

For the JAVA Runtime Environment you can see: <https://www.azul.com/downloads/?package=jre>. Other providers are available: <https://www.java.com/en/download/manual.jsp> | <https://developers.redhat.com/products/openjdk/download> and others.

The Software has been tested on Windows 10/11, MacOS 10.13.6 High Sierra and Linux 20.04 (to make the file containing the Software executable, a manipulation must be performed. Please consult [Instructions for installation](#)).

## 13. Third-party software and services used

This Software uses the embedded Apache DB database licensed from the Apache Foundation. License viewable at: <https://db.apache.org/derby/license.html>

For OpenCSV and CommonsIO, the licence can be viewed at: <http://www.apache.org/licenses/LICENSE-2.0>

For International Components for Unicode library (ICU version 4.8.1) the licence can be viewed in the Software.

For the JAVA Runtime Environment you can see: <https://www.azul.com/downloads/?package=jre>  
Terms of Use at: <https://www.azul.com/products/core/openjdk-terms-of-use>

## 14. Personal data

WHIRLWRITER™ respects your personal data. We comply with European Regulation 2016/679 of April 27, 2016 (RGPD), French law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms (last modification 2019) and French government decree No. 2019-536 of May 29, 2019.

WHIRLWRITER™ is the property of a private enterprise formed according to French law, Jacobsen Traductions, which is registered in the INSEE registers under the SIRET number 423 454 719 000 42. Following the contract concluded between the User and the Licensor, we need to collect personal information about the User in order to establish an invoice. We collect your full name, the name of the person holding the License if different from the first, his e-mail, his company if applicable, street and house number, city, postal code, country, telephone number, fax number. We also use this information to establish anonymized statistics on the geographical distribution of our customers and this by automated processing. The information is for internal use only and will not be shared with any other parties.

License data is processed by License4j on servers maintained by Godaddy. License4j declares that the servers are located in the European Union and that they are GDPR compliant. The data relating

to the newsletter passes through LWS which declares that their servers are located in France ([https://www.lws.fr/a\\_propos\\_infos.php](https://www.lws.fr/a_propos_infos.php)) respecting the RGDP ([https://help.lwspanel.com/doc/cgv\\_01\\_07\\_2020/Info\\_legales\\_RGPD.pdf](https://help.lwspanel.com/doc/cgv_01_07_2020/Info_legales_RGPD.pdf)). Payment data is processed by Prestashop. Prestashop declares that data may be transmitted outside the EU and that Prestashop makes every effort to ensure data security (<https://www.prestashop.com/fr/prestashop-account-politique-de-confidentialite>).

According to French law, accounting documents, including invoices, must be kept for 10 years (Article L. 123-22 paragraph 2 of the Commercial Code). The User has the rights of access to data and rectification. The User has a right of portability with regard to the data processed automatically. The User also has the right to limit processing in certain cases. To exercise your rights, you must contact: [rgdp@whirlwriter.com](mailto:rgdp@whirlwriter.com) attaching a copy of your identity card/passport. The User may also file a complaint with the Commission nationale de l'informatique et des libertés (CNIL – 3 place de Fontenay – TSA 80715 – 75334 Paris Cedex 07).

All files created and generated by the User remain the property of the User and remain in his possession. Under no circumstances does WHIRLWRITER™ retrieve or read these files. When the User stops using the Software, the User can uninstall the Software without deleting these files. These files are in fact saved outside the WHIRLWRITER™ Software on the hard drive of the User's computer. These files can also be consulted by the User using generally accessible means (except the project DAT file). The list of references can be extracted as a CSV file. Other types of content housed in databases are lost. The files created by the User are under the responsibility of the User. WHIRLWRITER™ cannot be held responsible for these files. It is up to the User to save his work and make a security backup regularly.

## **15. Fee and financial conditions**

The Software is made available to Users for a fee. The Licensee must pay an annual subscription fee. A trial period of 1 month is granted to the Licensee before the Licensee must pay the subscription. If after one month the User has not paid the subscription, the Software stops working and the User must not attempt to continue using it.

Prices are in euros, excluding taxes. The applicable prices are those in force on the day of the validation of the order by the User. Prices can be viewed at: [whirlwriter.com](http://whirlwriter.com)

Any commercial discounts granted when taking out a subscription are only acquired for the period concerned and cannot be automatically renewed upon renewal without this having been accepted by the publisher.

The WHIRLWRITER software User subscription must be paid online by credit card.

The Licensor will send the corresponding invoice to the User. The activation key will be sent to the User as soon as he has paid the price of the subscription and at the latest 2 days later. For the WHIRLWRITER Software, the subscription period begins as soon as the activation message is sent to the User. In the event of renewal, the extension of the License will be carried out under the same deadlines and conditions. To ensure uninterrupted use of the Software, you are requested to extend your subscription well before the expiry of the License. If the User does not renew the License, the WHIRLWRITER Software stops functioning when the subscription period expires and the User no longer has the right to use the Software.

## **16. Deadlines and procedures for making the Software available and duration of use**

The Licensee acknowledges that once the subscription is paid, he can no longer withdraw pursuant to this clause through which he has waived his right of withdrawal (Consumer Code L221-28). Use may continue for the full time granted by the subscription which is generally one year from date to

date. The Licensee must download and install the Software on his computer and activate it with a key provided by WHIRLWRITER™.

### **17. Conclusion of the contract**

The License Agreement is valid as soon as the Licensee has downloaded the Software.

### **18. Language**

As necessary, the parties declare and acknowledge that their agreements result from this License Agreement and general conditions of sale (reproduced below), drawn up in French. This deed will therefore prevail over any foreign translation of the said contract. Only the French version will therefore be authentic except for the translation established and authorized by WHIRLWRITER™ in English.

### **19. Amendment**

The Licensor may grant himself the right to modify this contract during its execution, subject to notifying the User.

### **20. Termination**

The User may at any time stop the Use of the software, but the User cannot in any case claim reimbursement of the subscription fee.

### **21. Safeguarding clause**

If one or more clauses of this contract or parts of it are invalid, the validity of the other clauses will not be affected. In this case, the parties to the contract must participate in the elaboration of a clause which comes as close as possible commercially to the invalid clause. The new clause that will have to be established will be valid for operations already carried out or for future operations.

### **22. Applicable law and competent jurisdiction**

This License Agreement will be governed and interpreted in accordance with French law and the competent court in the event of litigation is the tribunal judiciaire de Paris, unless the mandatory rules of the consumer's country of residence direct otherwise.

### **23. Claims processing**

The User may send suggestions and complaints to WHIRLWRITER™ by the following e-mail address: [cust@whirlwriter.com](mailto:cust@whirlwriter.com)

## **SECTION 2 - GTC CONSUMER CLIENT**

### **1. Object**

The general terms and conditions of sale described below detail the rights and obligations of the WHIRLWRITER™ company and its customers in connection with the sale of the WHIRLWRITER™ Software.

Any service performed by the WHIRLWRITER™ company implies the buyer's unreserved acceptance of these general conditions of sale.

It is specified that only the right of use is the object of this sale. Use of WHIRLWRITER™ software is also subject to acceptance of the License Agreement set forth in Section 1.

### **2. Presentation of the products**

The characteristics of the products offered for sale are presented on the [whirlwriter.com](http://whirlwriter.com) website. The photographs do not enter the contractual field. WHIRLWRITER™ cannot be held liable if errors have been introduced. All the texts and images presented on the WHIRLWRITER™ company website are reserved, for the whole world, under copyright and intellectual property rights; their reproduction, even partial, is strictly prohibited.

### **3. Period of validity of sale offers**

The products are offered for sale while stocks last. In the event of an order for a product that has become unavailable, the customer will be informed of this unavailability, as soon as possible, by e-mail or by post.

### **4. Product prices**

On the [whirlwriter.com](http://whirlwriter.com) website, prices are indicated in euros, all taxes included. The amount of VAT is specified when the customer selects a product.

The WHIRLWRITER™ company reserves the right to modify its prices at any time, but the products ordered are invoiced at the price in effect when the order is recorded.

The prices offered include the discounts and rebates that the WHIRLWRITER™ company could decide to grant taking into account its results or the assumption by the purchaser of certain services.

No discount will be granted in the event of early payment.

### **5. Order placement**

The customer validates his order when he activates the "Confirm your order" link at the bottom of the "Summary of your order" page after having accepted the present conditions of the sale and the License of use. Before this validation, it is systematically proposed to the customer to check each of the elements of his order; he can thus correct any errors.

The WHIRLWRITER™ company confirms the order by e-mail; this information includes in particular all the elements of the order and the customer's right of withdrawal.

The data recorded by WHIRLWRITER™ constitutes proof of the nature, content and date of the order. This is archived by the WHIRLWRITER™ company under the legal conditions and deadlines; the customer can access this archive by contacting WHIRLWRITER™ by e-mail: [rgdp@whirlwriter.com](mailto:rgdp@whirlwriter.com).

### **6. Payment terms**

Payment for orders is made by credit card.



When registering the order, the buyer must pay the total amount of the invoice.

## **7. Withdrawal period**

The Customer, when he is a consumer within the meaning of French law, is expressly advised that he has, by the application of the Hamon law, a period of fourteen (14) clear days to exercise his right of withdrawal from WHIRLWRITER™ regarding the provision of the services. Within this period, a full refund of the sums incurred may be made by WHIRLWRITER™ to the customer. The Customer will be reimbursed by bank transfer within fourteen (14) days of receipt of his request. The request must be made by e-mail to [cust@whirlwriter.com](mailto:cust@whirlwriter.com). Are excluded from the right of withdrawal, contracts for the supply of goods made to measure or clearly personalized at the request of the customer. Contracts for the supply of software are subject to certain conditions, for which the right of withdrawal can only be exercised when the product has not yet been "unsealed", i.e. the packaging has remained intact, and contracts for the provision of services which can only be interrupted if their execution has not yet started. The customer acknowledges expressly accepting that the performance of the service provided by WHIRLWRITER™ begins upon validation of full payment. Services whose execution has begun, with the consent of the consumer, before the end of the withdrawal period, are excluded from the right of withdrawal.

## **8. Delivery**

The buyer must download the WHIRLWRITER™ Software. The activation key will be sent to the User as soon as he has paid the price of the subscription fee and at the latest 2 days later.

## **9. Customer relations - After-sales service**

For any information, question or complaint, the customer can write to [cust@whirlwriter.com](mailto:cust@whirlwriter.com).

## **10. Mediation**

In accordance with the provisions of the Consumer Code concerning "the process of mediation of consumer disputes", the buyer has the right to use the mediation service offered by the company WHIRLWRITER™ free of charge. The mediator thus proposed is: CNPM MÉDIATION CONSOMMATION.

This mediation mechanism can be reached:

- electronically: <https://cnpm-mediation-consommation.eu>;
- or by post: CNPM MÉDIATION CONSOMMATION - 27, avenue de la Liberation - 42400 Saint-Chamond

In accordance with Article L 612-1 of the Consumer Code, one of the conditions prior to the examination of the dispute by CNPM MÉDIATION CONSOMMATION is as follows: the consumer must justify having attempted to resolve his dispute beforehand directly with the customer service of the WHIRLWRITER™ company, by a complaint made by e-mail.

## **SECTION 3 - GTC PROFESSIONAL CLIENTS**

### **1. Purpose and scope**

These general terms and conditions of sale (GTC) constitute the basis of commercial negotiation and are systematically available to each buyer on request.

The general terms and conditions of sale described below detail the rights and obligations of the WHIRLWRITER™ company and its customer in connection with the sale of the following goods: the WHIRLWRITER™ Software.

It is specified that only the right of use is the object of this sale. The Use of the WHIRLWRITER™ software is also subject to acceptance of the License Agreement.

Checking the clause "I acknowledge having read and I accept the attached general terms and conditions of sale," at the time of the order implies the buyer's unreserved acceptance of these general conditions of sale.

### **2. Price**

The prices of the goods sold are those in effect on the day the order is received. They are denominated in euros and calculated excluding taxes. Consequently, they will be increased by the VAT rate applicable on the day of the order.

The WHIRLWRITER™ company grants itself the right to modify its prices at any time. However, it undertakes to invoice the goods ordered at the prices indicated when the order is registered.

### **3. Rebates**

The proposed prices include discounts and rebates that WHIRLWRITER™ may grant.

### **4. Discount**

No discount will be granted in the event of early payment.

### **5. Payment terms**

Payment for orders is made by bank card;

Payments will be made under the following conditions:

Cash payment before delivery of the activation key.

### **6. Late payment**

In the event of total or partial nonpayment of the goods delivered on the due date, the buyer must pay WHIRLWRITER™ a late payment penalty equal to three times the legal interest rate.

The rate of legal interest retained is that which is in force on the day of delivery of the goods.

As of January 1, 2015, the legal interest rate will be revised every 6 months (Order No. 2014-947 of August 20, 2014).

This penalty is calculated on the amount including VAT of the amount remaining due, and runs from the date the payment was due without any prior formal notice being necessary.

In addition to late payment compensation, any amount, including the deposit, not paid on its due date will automatically result in the payment of a lump-sum compensation of 40 euros due for recovery costs.

Articles 441-10 and D. 441-5 of the Commercial Code.

## **7. Cancellation clause**

If within fifteen days following the implementation of the "Late payment" clause, the buyer has not paid the sums remaining due, the sale will be automatically cancelled and may give rise to the allocation of damages for the benefit of WHIRLWRITER™.

## **8. Reserve clause**

The WHIRLWRITER™ company retains the right to deactivate the key until full payment of the price, in principal and accessories.

## **9. Delivery**

The delivery of the activation key is made by e-mail to the address indicated by the buyer after the order (the buyer must first download the Software).

The delivery time indicated when registering the order is given for information only and is in no way guaranteed.

Consequently, any reasonable delay in the delivery of the products cannot give rise to any benefit on the part of the buyer: the allocation of damages; cancellation of the order.

The risk of transport is fully borne by the buyer.

## **10. Force majeure**

The responsibility of the WHIRLWRITER™ company cannot be implemented if the non-execution or the delay in the execution of one of its obligations described in these general conditions of sale results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event within the meaning of article 1148 of the Civil Code.

## **11. Court of competent jurisdiction**

Any dispute relating to the interpretation and execution of these general terms and conditions of sale is subject to French law.

Failing amicable resolution, the dispute will be brought before the Paris Commercial Court.

WHIRLWRITER™