

1. General Terms of Use and Service

1.1 Preamble

CARBON AUTOMATISATION, a simplified joint-stock company with share capital of **EUR 500**, registered with the Paris Trade and Companies Register under number **989 828 843**, with registered office at **60 rue Francois Ier, 75008 Paris, France** (the "Company"), operates the website available notably at **carbon-aio.com** and an online software service (the "Service").

The Service is a technical software solution designed to automate, optimize and assist certain technical actions carried out by users on third-party platforms, including ticketing systems, browsing interfaces, forms, virtual waiting rooms, or similar services.

The Service may be sold, distributed, provisioned or managed through third-party platforms, including **Whop**, which may provide all or part of sales, access management, key distribution, billing, renewal or collection functions.

Any visit to the website, subscription, access to the Service, or use of the Service implies full, complete and unconditional acceptance of these terms.

Age restriction: access to the Service is strictly reserved for natural persons at least **18 years old** and legally capable of entering into binding contracts.

1.2 Nature of the Service

The Service is exclusively a **technical tool for assistance, automation and optimization**. It is not a ticketing service, reseller, commercial intermediary, agent, payment provider, or legal, tax, business or financial advisor.

The Company does not intervene in the contractual relationship between the user and third-party platforms, ticketing operators, marketplaces, event organizers, sellers, or any third party with which the user chooses to interact.

1.3 Best-efforts obligation - no guarantee

The Company is bound by a **best-efforts obligation** and not a result obligation. Therefore, the Company does not guarantee:

- obtaining any ticket, product or service.
- access to a queue, sale page or third-party interface.
- success of any operation, navigation, order or payment.
- continuous or error-free availability of third-party platforms.
- absence of suspension, restriction, refusal, cancellation, blocking or banning.
- any systematic, measurable or recurring advantage on third-party sites.

1.4 Access to the Service

Access to the Service may require creating and using third-party accounts, including through Whop, Discord, or any authentication, distribution, support or community service.

The user is solely responsible for the confidentiality, storage and use of credentials, passwords, access means, devices, browsers, technical environments and third-party accounts. Any operation performed through those credentials is deemed performed by the user.

1.5 Subscription - pricing - renewal

The Service is offered as a **monthly subscription**, unless temporarily stated otherwise on the subscription platform.

The subscription is **automatically renewed**, unless canceled by the user before the applicable renewal date using the relevant third-party platform interface or according to the contractual terms provided.

Prices are shown in euros, taxes included, unless otherwise stated. Payments are handled by third-party providers, including Whop or any provider it appoints. The Company does not itself process payment methods where this processing is delegated to third parties.

1.6 No refund policy

Unless mandatory legal provisions provide otherwise, or in case of an obvious error exclusively attributable to the Company, **no refund** will be granted, including in cases of:

- full or partial non-use of the Service.
- absence of results.
- technical incompatibility in the user's environment.
- banning, restriction or deletion of third-party accounts.
- access suspension due to user behavior.
- cancellation by the user after the start of a subscription period.
- refusal or failure on third-party platforms.

1.7 Withdrawal right

When the Service consists of providing digital content or digital access whose performance starts immediately after purchase, the user expressly requests this immediate performance and waives any applicable withdrawal right under the conditions provided by applicable law.

1.8 Permitted and prohibited uses

The user undertakes to use the Service in compliance with applicable laws and regulations, third-party rights, these terms, and the terms of use of relevant third-party platforms.

From the date of purchase, the user expressly warrants that all use of the Service complies with third-party platform terms and all applicable local laws and regulations, and assumes sole responsibility for any civil, criminal, tax, administrative or contractual consequences arising from such use.

The following are strictly prohibited, without limitation:

- any fraudulent, unlawful, deceptive or abusive use of the Service.
- any unlawful resale of tickets, access, accounts or items obtained via the Service.
- any circumvention of security measures, technical limits or protections.
- any exploitation of vulnerabilities or unauthorized behavior on third-party services.
- any account sharing, access pooling, lending or making access available to third parties.
- any resale of Service access, key, subscription or derivative rights without written authorization.
- any use contrary to third-party platform rules.
- any attempt to copy, reproduce, reverse engineer, disassemble or competitively exploit the Service.

1.9 User responsibility

The user expressly acknowledges sole responsibility for:

- how they use the Service.
- operations initiated on third-party platforms.
- compliance of their behavior with applicable laws in their jurisdiction.
- compliance with third-party platform terms.
- legal, financial, tax, administrative, contractual or criminal consequences of their actions.

It is the user's sole responsibility to verify the legality of their usage, including rules relating to ticketing, resale, technical access controls, purchase limits and third-party contractual requirements.

1.10 Limitation of liability

The Company shall not be liable, on any grounds, for direct or indirect damage resulting in particular from:

- access refusal, sale refusal or order cancellation.
- blocking, banning, blacklisting, suspension or deletion of third-party accounts.
- loss of opportunity, lost profit, lost revenue or business loss.
- malfunction, unavailability or change of third-party platforms.
- user error, misconfiguration or incompatible technical environment.
- temporary or permanent interruption of the Service.
- force majeure events or events outside the Company's reasonable control.

In all cases and to the extent permitted by law, the Company's total aggregate liability for all causes is strictly limited to the amount effectively paid by the user during the **three (3) months** preceding the event giving rise to liability.

1.11 Waiver of recourse

Subject to mandatory legal provisions, the user waives any claim, action, demand or recourse against the Company, its officers, employees, service providers, partners and subcontractors for any indirect, consequential, intangible, economic or commercial damages resulting from use of the Service or inability to use it.

1.12 Indemnification

The user agrees to indemnify, defend and hold harmless the Company against any claim, complaint, action, notice, proceeding, conviction, sanction, loss, damage, cost or expense, including reasonable legal fees, arising from:

- their use of the Service.
- violation of these terms.
- violation of third-party rights.
- fraudulent, unlawful, abusive use or use contrary to third-party platform rules.
- any proceeding initiated by an authority, operator, provider, platform or third party.

1.13 Suspension and termination

The Company reserves the right to suspend, restrict, disable or terminate access to the Service at any time, without notice or refund, in case of:

- violation of these terms.
- reasonable suspicion of fraud or abusive behavior.
- account sharing or resale of access.
- non-payment, payment incident or abusive dispute.
- legal, reputational or technical risk to the Company.

1.14 Service availability

The Service may be modified, limited, interrupted, suspended or withdrawn at any time, without notice, including for maintenance, security, technical evolution, third-party dependency, regulatory constraints, or strategic decisions.

1.15 Force majeure

The Company shall not be liable for any non-performance or improper performance resulting from events beyond its reasonable control, including network outages, cyberattacks, provider failures, unavailability of Whop, Discord or third-party platforms, administrative or judicial decisions, strikes, natural disasters, war, malicious acts or force majeure.

1.16 Governing law and dispute resolution

These terms are governed by the **norms of international law**.

In case of dispute, the parties shall first seek an amicable solution. Failing amicable settlement, any dispute shall be resolved by the materially and territorially competent courts in accordance with applicable norms of international law.