

Terms of Sale

Version 2.0 — July 10, 2026

WHAT CHANGED

Added the Publisher's intra-EU VAT number (FR05106974637). Terms of sale otherwise unchanged.



Purpose

In short: These terms of sale (version 1.0) govern the sale of paid oto subscriptions. They supplement the Usage Terms and the DPA, which you also accept at purchase.

These terms of sale govern the subscription to and sale of **paid oto plans** between the Publisher — **Otomata**, a SASU registered in Marseille (SIREN 106 974 637, intra-EU VAT FR05106974637) (see the [legal notice](#)) — and the Customer, a **professional** acting for its business.

They supplement the [usage terms](#) and the [data processing agreement \(DPA\)](#). When subscribing to a paid plan, the Customer expressly accepts the usage terms and these terms of sale. In case of conflict on commercial matters, these terms of sale prevail.



Tiers & pricing

In short: A free tier and tiered subscriptions (€250 / €500 per month per organization, or on quote). Hands-on support is billed separately.

oto is offered on a **per-organization subscription**: a **free tier** and paid tiers (indicatively **€250** and **€500** per month, plus an **on-quote** tier). Each tier's scope and current pricing are shown on manage.oto.cx at the time of order.

Prices are in euros excluding tax; VAT at the applicable rate is added where relevant.

A **fair use** of the included third-party APIs applies (see usage terms). **Support** services (setup, training, development — billed by time) are **separate** from the subscription and covered by their own quote.



Order & payment

In short: Online subscription from manage.oto.cx, by card or SEPA direct debit, via our payment provider Stancer.

Orders are placed online from manage.oto.cx by an organization administrator, after accepting the usage terms and these terms of sale. The subscription takes effect upon collection of the first payment (or mandate signature for direct debit).

Payments are collected by **Stancer**, a licensed payment institution supervised by the French ACPR, by **card** or recurring **SEPA direct debit**. Bank details do not pass through our servers. The Publisher issues an invoice for each billing period.

On payment failure, access may be suspended after a retry period; amounts due remain payable.



Term, renewal & termination

In short: Monthly subscription with no commitment, tacitly renewed each month. Cancellable anytime, effective at the end of the current period. No withdrawal right for professionals.

The subscription is taken out for a **one-month term, tacitly renewed** for successive one-month periods, with no minimum commitment.

The Customer may **cancel at any time** from manage.oto.cx: access remains open until the end of the current paid period, then the organization returns to the free tier. No data is deleted as a result of cancellation. Started periods are not refunded.

The Publisher may terminate or suspend in case of breach of the terms or non-payment, after notice.

Right of withdrawal. As the Customer acts as a professional for its business, the consumer right of withdrawal (Article L.221-18 of the French Consumer Code) **does not apply**. The free tier also allows evaluating the service without payment.



Liability

In short: Liability for direct damages capped at amounts paid over the last 12 months; indirect damages excluded; statutory exceptions uncapped.

oto is under active deployment; the Publisher uses reasonable efforts without guaranteeing uninterrupted availability.

Cap. To the extent permitted by law, the Publisher's total liability for **direct damages** is capped at the amounts paid by the Customer for the subscription over the **twelve (12) rolling months** preceding the triggering event.

Exclusion. Indirect damages (loss of business, revenue, data, customers, reputational harm) are excluded.

Exceptions. These limitations do not apply and liability remains **uncapped** in case of gross negligence or willful misconduct, personal injury, breach of confidentiality, or infringement of third-party intellectual property rights. The Customer remains responsible for supervising its agents (see usage terms).



Claims & governing law

In short: Claims to alexis@otomata.tech. French law, courts of Marseille. Amicable resolution sought first.

Any claim regarding a subscription may be sent to alexis@otomata.tech. As the Customer is a professional, consumer mediation does not apply.

These terms of sale are governed by **French law**. In case of dispute, the parties agree to seek an amicable solution before any action; failing that, the **courts of Marseille** shall have sole jurisdiction.

These terms of sale supplement the [usage terms](#) and the [DPA](#), and are governed by French law (courts of Marseille).

[Usage Terms](#) [Privacy Policy](#) [Data Processing Agreement \(DPA\)](#) [Legal Notice](#)