Terms of sale

The terms that apply to your Macklos plan, reserved for professionals. Version of 5 November 2026. This translation is provided for information; the French version prevails.

1. Scope

These terms of sale apply to the Showcase, Pro and Platform plans ordered online on macklos.com from Macklos, whose identity and contact details are given in the site’s legal notice. They also apply, for anything the quote does not cover, to services ordered on a quote (Studio, scoping workshop, MVP, modules).

They are intended exclusively for professionals (businesses, self-employed people, associations) ordering for the needs of their activity: Macklos does not sell to private individuals. Every order means acceptance of these terms, confirmed by a checkbox before payment.

2. Ordering: after approving the demo

Creating a website or app is free and comes before any order: after a first discussion, Macklos builds a first version, shown to the client in a private demo space, then adjusts it with them.

The client orders only once this version has been seen and approved. By ticking the dedicated box, they confirm they are satisfied with it and order its go-live. The order becomes firm when the first monthly payment is made; Macklos then puts the website or app online, on the client’s domain name, as soon as possible.

After payment, the client receives a receipt and an invoice by e-mail.

3. Prices and payment

Prices are those shown on the Pricing page on the day of the order, in euros. Macklos benefits from the French VAT exemption for small businesses: VAT not applicable, article 293 B of the French Tax Code. Should Macklos become liable for VAT, it will be added to prices at the applicable rate. For a SaaS platform, infrastructure is billed on top, at actual cost; the scoping workshop, MVP and modules are billed according to the accepted quote.

The plan is paid monthly, in advance, by card or SEPA Direct Debit, through the secure payment platform Stripe: Macklos never has access to card or account numbers. An invoice is issued for each payment.

Macklos may change its prices. A new price only applies to a running plan after the client has been informed at least 30 days in advance, and never during the commitment period.

4. Term, commitment and cancellation

Each plan includes a 12-month commitment from go-live (from the move to production for a platform).

After this period, the plan continues automatically month by month, without commitment: the client may cancel at any time, by simple e-mail. Cancellation takes effect at the end of the current month of subscription; the month already started remains due.

If the plan is cancelled before the end of the commitment, the monthly payments remaining until its end remain due, unless Macklos has seriously failed to meet its obligations.

5. What the plan includes

The plan includes what the Pricing page describes for the chosen plan: hosting in France and HTTPS certificate, availability monitoring, security updates, backups, number of small changes per month and response time. Unused changes do not carry over from one month to the next; texts and images can be edited without limit from the admin interface.

Requests beyond the plan (new feature, redesign, major work) are quoted first or billed by the hour, according to the Pricing page.

For 3 months after go-live, any defect compared with the approved version is fixed free of charge.

6. Right of withdrawal

Business clients with no more than five employees ordering outside the scope of their main activity (article L221-3 of the French Consumer Code), have 14 days from the order to withdraw, without giving any reason.

For the move to production to start before this period ends, the client expressly requests it by ticking the dedicated box before payment. If they then withdraw, they pay an amount proportionate to the service provided until they communicate their decision (article L221-25); the rest is refunded within 14 days, using the same means of payment.

To withdraw, the client simply sends Macklos an unambiguous statement by e-mail, for example: “I hereby give notice that I withdraw from the contract for the [plan] plan, ordered on [date]. [Name, address, date.]”

7. Late payment and suspension

If a payment fails, Stripe automatically retries it and the client is notified by e-mail. If an amount remains unpaid more than 3 months after its due date, Macklos may suspend the website or app after informing the client; service is restored as soon as payment is made. Amounts due remain payable.

Any late payment automatically incurs penalties at three times the French statutory interest rate and the fixed €40 recovery fee (article L441-10 of the French Commercial Code).

8. Content, domain name and ownership

The client remains the owner of their content (texts, images, logos, data) and warrants that they hold the rights needed to publish it. The domain name is registered in the client's name; if Macklos manages it, it is transferred on simple request.

The website or app (code, structure, design) is made available to the client for the whole duration of the plan. At the end of the plan, Macklos hands over to the client free of charge, on simple request, the source code of the website or app, along with an export of their content and data in a common format.

9. References and publicity

The client authorises Macklos to mention the creation and go-live of its website or app as a business reference: on macklos.com, on Macklos's social networks and in its sales documents. For this purpose, Macklos may cite the client's name and logo, publish screenshots and a link to the website, and announce its go-live.

This authorisation is granted free of charge, for the duration of the plan and afterwards; the client undertakes not to object to it. Macklos publishes no confidential information of the client and no personal data of its customers or visitors.

10. Availability and liability

Macklos takes the necessary measures for the availability, security and backup of the services, without being able to guarantee absolute availability: interruptions may occur for maintenance or because of external events (hosting or network failure, force majeure). Macklos has an obligation of means.

Macklos's liability is limited to the amount paid by the client over the last 12 months and excludes indirect damage (loss of revenue, customers, or data not backed up by the client). The client is responsible for the content they publish and for the use of the admin access provided to them.

11. Personal data

Macklos processes the client's data to manage the order, invoicing and service follow-up, as described in the legal notice. For the data of visitors to the client's website, Macklos acts as a processor within the meaning of the GDPR and makes no other use of it.

12. Governing law and disputes

These terms are governed by French law. In case of difficulty, the client and Macklos first seek an amicable solution. Failing that, any dispute falls under the exclusive jurisdiction of the courts of Toulouse.

Withdrawal form

Complete and return this form only if you wish to withdraw from the contract (see “Right of withdrawal” above), by e-mail to contact@macklos.com.

To Macklos, contact@macklos.com:
I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service:
Plan ordered:
Ordered on:
Name of client (business and representative):
Address of client:
Signature of client (only if this form is sent on paper):
Date:
(*) Delete as appropriate.