Terms of Service and Sales Agreement

Version v3.1

En vigueur depuis le 08 octobre 2026

Publié le 08 octobre 2026

Langue : EN

Terms of Use and Sale

Attimo Platform — attimo-gallery.com
Version 3.0 — 30 August 2026

Preamble

These Terms of Use and Sale (hereinafter “the Terms”) govern access to and use of the Attimo SaaS platform, published by Frédéric Gras under the trading name Attimo (hereinafter “Attimo”).

The Attimo platform is a service for creating and managing online photographic galleries, photographic e-commerce and communication tools intended for professional photographers (hereinafter “the User” or “the Photographer”).

Accessing the platform and subscribing imply full and unreserved acceptance of these Terms. Any use of the platform constitutes acceptance of these Terms.

i These Terms apply exclusively to professional photographers subscribing to the Attimo platform (business-to-business relationship).

The end clients of the photographic galleries (buyers) are subject to the terms and conditions of the photographer concerned.

Article 1 — Identification of the publisher

- **Name:** Frédéric Gras Photographe — trading name: Attimo
- **Legal status:** Sole trader (Entrepreneur individuel — EI)
- **Address:** 38 avenue de Tournaisis, 78990 Élancourt, France
- **SIRET:** 453 606 253 00020
- **EU VAT number:** FR 48453606253

- **Email:** info@attimo-gallery.com
- **Telephone:** +33 6 51 39 30 80
- **Website:** https://attimo-gallery.com

Article 2 — Definitions

For the purposes of these Terms, the following expressions have the meanings set out below:

- "**Platform**": the SaaS service accessible at https://attimo-gallery.com, comprising the photographer's back office, the public galleries and all associated modules.
- "**User**" or "**Photographer**": any photography professional who has subscribed to the Platform.
- "**End client**" or "**Buyer**": any natural person accessing a Photographer's gallery and who may make a purchase there.
- "**Content**": all photographs, texts, music, logos and other items uploaded by the Photographer to the Platform.
- "**Subscription**": the continuing contract under which the User accesses the Platform's features in return for a periodic fee.
- "**Module**": a functional set within the Platform, either included in the Subscription or offered as an addition, which the User may activate.
- "**Credit**": a consumption unit purchased separately from the Subscription, enabling the use of a feature charged on a per-unit basis.
- "**Tenant**": the isolated, secure workspace allocated to each Photographer within the Platform's multi-tenant architecture.

Article 3 — Access to the platform and registration

3.1 Access conditions

The Platform is reserved for photography professionals. By registering, the User declares that they carry on their activity on a professional basis and have the legal capacity required to enter into a binding contract.

3.2 Account creation

Registration takes place online via the registration form available at attimo-gallery.com. The User undertakes to provide accurate, complete and up-to-date information upon registration, in particular their business contact details and company registration number.

The User is responsible for the confidentiality of their login credentials and for all activity carried out from their account. They undertake to notify Attimo immediately of any unauthorised use of their account.

3.3 Trial period

Attimo reserves the right to offer a free trial period to any new User. The conditions of that trial period (duration, available features) are specified at the time of registration and may be amended at any time. No payment card is required during the trial period unless expressly stated otherwise.

At the end of the trial period, if no subscription has been taken out, access to the Platform is suspended and galleries are no longer accessible to end clients. The User's data is permanently deleted thirty (30) days after the end of the trial period. An email warns the User seven (7) days before that deletion, stating the date on which it will take place; no deletion occurs before that warning has been sent.

Article 4 — Plans and pricing

Attimo offers several subscription plans tailored to photographers' needs. The prices in force on the day of subscription are set out on the Platform's pricing page and accepted by the User upon payment.

Certain modules are included in the Subscription depending on the plan taken out. Others are offered in addition, either as an optional extra charged periodically or in the form of Credits purchased on a per-unit basis. The exact scope of each plan and the terms applicable to each option are detailed on the pricing page and in the User's personal account.

Prices may change, in particular to reflect changes in costs, the addition of new features or legislative developments. Any change in pricing is notified to the User at least thirty (30) days before it applies. The User may terminate their subscription before the new prices take effect, in accordance with Article 11.

Article 5 — Payment and invoicing

The monthly subscription is paid by payment card, charged automatically each month by the payment provider Stripe. The annual subscription is paid in a single payment by payment card, through the payment provider SystemPay; no card is stored for the annual subscription.

Where the User chooses to switch from the annual subscription to the monthly subscription, they register their payment card with Stripe at the time they schedule that change. No amount is charged at that time: the first monthly payment is taken on the expiry date of the

paid year. Without a registered card, the change is not scheduled.

Invoices are produced neither by the Platform nor by the payment providers. After each payment, the invoice is issued by the publisher of Attimo and sent to the User by email. Invoices are retained for ten (10) years in accordance with statutory accounting obligations.

If a monthly subscription payment is declined, the User is informed by email upon the first refusal. Further payment attempts are made over ten (10) days. If no payment has been made by the end of that ten (10) day period following the first refusal, access to the Platform is suspended and galleries are no longer accessible to end clients. Access is restored as soon as payment is made. If no payment or resubscription is made within thirty (30) days of the suspension, the subscription is terminated automatically; Article 11.3 applies from that date. An email notifies the User seven (7) days beforehand.

Article 6 — User obligations

The User undertakes to:

- Use the Platform in accordance with its intended purpose and with these Terms.
- Upload only content to which they hold the rights or for which they have the necessary authorisations. This obligation applies to all content, including photographs entrusted to the Restoration module, music played during sessions, and imported frames, textures, logos and background images.
- Respect the image rights of persons appearing in their photographs.
- Obtain the consents required for the processing of their end clients' personal data.
- Refrain from using the Platform for unlawful or fraudulent purposes or in a manner that infringes third-party rights.
- Comply with the legislation applicable to their activity (consumer law, tax law, employment law, copyright and neighbouring rights, etc.).
- Indemnify Attimo against any third-party claim arising from content they have uploaded or displayed by means of the Platform.

Article 7 — Intellectual property

The Platform, its software components, its structure and its design are protected by intellectual property law. The User is granted a personal, non-exclusive and non-transferable right of use for the duration of their subscription.

The system libraries made available to the User are likewise the exclusive property of Attimo, in particular the composition templates, system walls and frames, textures and graphic elements supplied by the Platform. The User may use them for the purposes of their

activity for the duration of their subscription, without acquiring any proprietary right.

The following are prohibited: decompilation, reverse engineering, resale, making the Platform available to third parties, and building a competing service from the Platform.

Content uploaded by the User remains their property. The User grants Attimo a limited, strictly technical licence necessary for the performance of the service (storage, display, resizing, thumbnail generation, etc.). That licence ends upon termination of the contract.

Attimo does not exploit the User's content for any purpose of its own — communication, commercial demonstration or algorithmic model training — save with the User's written, separate and revocable authorisation.

Article 8 — Digital sobriety commitment

Beyond the requirements of the General Data Protection Regulation (GDPR), Attimo is committed to an approach of digital sobriety. The automatic deletion of galleries and their content at the end of their lifespan helps limit storage resource consumption and the carbon footprint associated with hosting data on digital infrastructure.

Retaining photographic files beyond their useful purpose entails a consumption of energy and material resources that Attimo considers avoidable. As a platform hosted in France on low-environmental-impact infrastructure (OVH Gravelines), Attimo takes responsibility for retaining only the data strictly necessary to deliver the services subscribed to by the Client.

As the Client keeps all of their original source files on their own equipment (hard drives, editing software, personal backups), the automatic deletion of expired galleries on the Platform causes the Client no loss of original information.

This digital sobriety policy reflects a shared commitment between Attimo and the Client to environmental protection and to the responsibility of digital operators for their ecological impact.

Article 9 — Personal data protection

Attimo processes personal data in accordance with the GDPR. For any information relating to the processing of personal data, please consult the Privacy Policy and the Data Processing Agreement (DPA).

The retention periods applied to each category of data are set out in Article 3.4 of the Data Processing Agreement.

Article 10 — Liability

Attimo undertakes to provide the service diligently and in accordance with professional standards. Attimo's liability is limited to direct damage resulting from its established fault, and capped at the amount paid by the User in respect of the subscription over the twelve (12) months preceding the occurrence of the damage.

Attimo shall not be held liable for:

- Indirect damage such as loss of revenue, loss of clientele or damage to reputation.
- Damage resulting from use of the Platform by the User that does not comply with these Terms.
- Damage resulting from the User's failure to meet their own legal or contractual obligations.
- The loss of files that the User has not retrieved before the automatic deletion date brought to their attention.
- Interruptions attributable to a third-party provider (host, payment gateway, telecommunications operator, carrier).
- Events of force majeure within the meaning of Article 1218 of the French Civil Code.

Article 11 — Term, termination and data lifecycle

11.1 Subscription term

The monthly subscription is entered into for an indefinite term and renews automatically each month.

The annual subscription is entered into for a term of one (1) year and **does not renew automatically**. A reminder email is sent to the User thirty (30) days and then seven (7) days before its expiry date, with a link allowing them to resubscribe; resubscription is possible from thirty (30) days before the expiry date, and the new year runs from the expiry date of the previous one. On the expiry date, access to the Platform is maintained for seven (7) days to allow resubscription; failing resubscription by the end of that period, access is suspended and galleries are no longer accessible to end clients. If no payment or resubscription is made within thirty (30) days of the suspension, the subscription is terminated automatically; Article 11.3 applies from that date. An email notifies the User seven (7) days beforehand.

The User may terminate at any time from their personal account. Termination takes effect at the end of the current billing period.

11.2 Termination by Attimo

Attimo may terminate the subscription in the event of a serious breach by the User of their obligations, in particular the uploading of unlawful content or fraudulent use, following a formal notice that has remained without effect for fifteen (15) days. In the event of non-payment, access is suspended under the conditions of Article 5, ten (10) days after the first payment refusal.

11.3 Fate of the data at the end of the contract

On the effective date of termination, for whatever reason:

- The User's access to the Platform is cut off immediately.
- Published galleries are unpublished: end clients no longer have access to them.
- **Within twenty-four (24) hours of the effective date**, all of the User's business data (galleries, photographs, sessions, orders, selections, statistics) is permanently deleted from Attimo's servers, in accordance with the minimisation principle laid down in Article 5.1 of the GDPR and with Attimo's digital sobriety commitment (Article 8).
- **The User's account (settings, personal information, configurations, credentials) is retained for thirty (30) days** from the effective date, so as to allow the User to take out a new subscription without having to reconfigure their workspace.
- At the end of that thirty (30) day period, the User's account is permanently deleted. All personal data is erased, with the exception of accounting data retained for ten (10) years in accordance with the statutory obligation (French Commercial Code, Art. L. 123-22).
- Any Credits remaining unused on the effective date of termination are forfeited and give rise to no refund.

11.4 Content lifecycle during the subscription

Independently of termination, content hosted on the Platform is subject to its own lifespans, brought to the User's attention in their personal account:

- **Galleries:** upon expiry of a gallery, a one-month grace period is granted to allow for renewal. At the end of that period, galleries that have not been renewed are deleted within thirty (30) days.
- **Studio module sessions:** the files of a session (photographs, compositions, books, digital files, PDF documents and order archives) are deleted six (6) months after the session, according to a period configurable by the User. Order and revenue data is retained.
- **Restoration module working files:** deleted thirty (30) days after the User validates the result.

- **File transfers:** deleted on the expiry date set by the User upon creation.

⚠ **These deletions are automatic and irreversible.** Deadlines are brought to the User's attention within the Platform interface: each Studio module session permanently displays the number of days remaining before its files are deleted, and galleries are subject to a reminder before expiry. It is for the User to retrieve any files they wish to keep before the announced deadline. Attimo shall not be held liable for the loss of files not downloaded within the period brought to their attention.

⚠ **The User is expressly invited to export their business data (orders, statistics) BEFORE the effective date of termination.** The Platform provides export tools (CSV and PDF) accessible from the personal account. No recovery of business data will be possible after the deletion carried out twenty-four hours following the effective date.

i A reminder email is sent to the User seven (7) days before the effective date of termination to allow them to carry out their exports.

i As the User keeps their source photographic files on their own equipment, they suffer no loss of original files as a result of the deletion.

⚠ **User responsibility for retaining accounting records:** in accordance with Article L. 123-22 of the French Commercial Code, the User, as a trader, is solely responsible for retaining their accounting supporting documents (order forms, invoices, etc.) for ten (10) years from the close of the financial year. Attimo, acting as a processor within the meaning of Article 28 of the GDPR, is not intended to substitute itself for that statutory obligation. It is therefore for the User to export their business data BEFORE the effective date of termination, using the export tools made available in their personal account. Attimo shall incur no liability where the User fails to carry out such an export.

Article 12 — Amendments to the Terms

Attimo reserves the right to amend these Terms at any time. Any substantial amendment is notified to the User at least thirty (30) days before it takes effect.

Should the User refuse the amendments, they may terminate their subscription without penalty before the amendments take effect.

Article 13 — Governing law and jurisdiction

These Terms are governed by French law. Any dispute relating to their interpretation or performance shall, failing prior amicable resolution, be submitted to the competent courts within the jurisdiction of the Versailles Court of Appeal.

Article 14 — Referral programme

Attimo operates a referral programme allowing subscribing Users to recommend the Platform to other professional photographers and to receive reciprocal benefits. The conditions below define how that programme applies.

14.1 Eligibility

The referral programme is open exclusively to Users holding an active annual subscription to the Platform, excluding the trial period. Monthly subscriptions do not give access to the programme.

Each eligible User is allocated a unique, personal referral code, accessible from their personal account. That code may not be transferred or used by the User for commercial purposes (resale, paid advertising, etc.).

14.2 Operation

The referral programme allows:

- The referred Photographer (“the Referee”) to receive a benefit upon registration, according to the terms of the programme in force on the date of subscription;
- The referring Photographer (“the Referrer”) to receive a benefit in reward for a validated referral, according to the terms of the programme in force on the date of validation.

The nature, duration and exact conditions of the benefits granted are set out on the Platform and may change over time. Attimo reserves the right to adjust those benefits at any time, without calling into question benefits already acquired and validated as at the date of the change.

The programme also provides for recognition tiers (badges) awarded to the Referrer according to the number of validated referrals. Those badges are symbolic and confer no additional financial benefit.

14.3 Validation conditions

The Referrer's benefit is credited to their active annual subscription after a period of fourteen (14) calendar days from the Referee's first payment. That period corresponds to the payment stability window and serves to exclude cases of refund, chargeback or withdrawal.

During that fourteen (14) day period, the referral is in “pending” status and has not yet generated a benefit for the Referrer. After that period, and provided the Referee's payment remains effective, the referral is validated and the benefit is credited automatically.

The Referee's benefit, where the programme in force provides for one, is applied as soon as

their subscription is activated.

14.4 Cancellation, fraud and abuse

A referral is automatically cancelled in the following cases:

- Full or partial refund of the Referee's payment occurring after validation;
- Successful chargeback;
- Early termination by the Referee during the validation period;
- Subsequent detection of fraud or abuse.

Where cancellation occurs after validation, the benefit previously credited to the Referrer is withdrawn from their subscription by an equivalent adjustment of the renewal date.

The following are regarded as cases of fraud or abuse, without that list being exhaustive:

- Use by a User of their own referral code to create a referee account (self-referral);
- The creation of fictitious accounts for the sole purpose of generating benefits;
- The exchange of referral codes between Users without any actual recommendation;
- Any manoeuvre intended to circumvent the conditions of the programme.

In the event of established fraud or abuse, Attimo reserves the right to proceed, without notice and cumulatively: to the retroactive cancellation of the referrals concerned and the withdrawal of the associated benefits, to the suspension of the offending User's referral code, and to termination of the subscription under the conditions of Article 11.2.

14.5 Amendment or discontinuation of the programme

Attimo reserves the right to amend, suspend or discontinue the referral programme at any time. Any substantial amendment is notified to Users with reasonable notice, under the conditions set out in Article 12.

Discontinuation of the programme does not affect referrals already validated as at the date of discontinuation. Referrals awaiting validation on that date remain eligible for validation, subject to compliance with the conditions set out in this article.

Article 15 — Attimo Studio module

The Attimo Studio module allows the User to run reveal sessions, in person or remotely, to compose artworks from their photographs, and to take their end client's order. The provisions of this article are in addition to the general provisions of these Terms.

15.1 Connected sessions and shared links

Remote sessions rely on two tiers of token: a session link, which allows viewing, and a personal token, required to place an order. The User is solely responsible for the persons to whom they send the session link and for controlling its circulation.

No audio or video recording is made by the Platform during a connected session. The Platform accesses neither the camera nor the microphone of participants.

Images presented during a session, whether in person or remote, do not carry a watermark. The User is informed of this so as to take it into account when organising their sessions.

Session and reminder links carry a validity period after which they cease to function.

15.2 Electronic signature

The Platform allows the end client's handwritten signature to be collected on the order form, together with a server timestamp and the IP address from which it was signed.

This mechanism constitutes a **simple electronic signature** within the meaning of Regulation (EU) No 910/2014 (eIDAS). It may not be equated with an advanced or qualified electronic signature. Its evidential weight is a matter for the unfettered assessment of the court, which considers all the evidence produced.

The signature and the accompanying technical elements are retained for ten (10) years, attached to the order for which they serve as evidence.

15.3 Documents produced by the Platform

The documents generated by the Studio module for the end client constitute **order forms** and not invoices. Attimo provides a document generation tool; the User remains solely responsible for the tax and accounting compliance of their own invoicing.

The legal particulars appearing on those documents (business name, registration number, VAT regime, small-business exemption under Article 293 B of the French General Tax Code) are entered by the User under their sole responsibility. Attimo verifies neither their accuracy nor their completeness.

⚠ **Attimo Studio is not invoicing software.** The Platform does not produce invoices in the structured format required by the French electronic invoicing reform and performs no transmission to an approved platform. It is for the User to equip themselves with the tools required to meet their own obligations.

15.4 Musical content

The Platform allows the User to import musical content and play it during a session, whether

in person or remote.

Playing a musical work in the presence of third parties constitutes a public performance, which may fall within the scope of copyright and neighbouring rights. It is for the User to make the declarations and pay any royalties due to the relevant collecting societies.

The User warrants that they hold the necessary rights to the musical content they import and shall indemnify Attimo against any third-party claim in that regard.

15.5 Retention of sessions

Session files are deleted in accordance with Article 11.4. Order and revenue data is retained.

Article 16 — Vintage Photo Restoration module

The Restoration module allows the User to submit a vintage photograph to automated repair or upscaling processing, and then to validate or discard the result obtained.

16.1 Nature of the processing

The processing relies on a generative technique. In an area where the information has physically disappeared from the original medium, the tool produces a **plausible reconstruction rather than a faithful reproduction**. Colours rendered on a monochrome original are interpreted and do not necessarily correspond to the actual colours of the subject.

Accordingly, Attimo gives no guarantee whatsoever of an identical restoration, of colour fidelity, or of the exact preservation of the features of the persons depicted.

Every result is submitted to the User for validation before delivery. That validation is a matter for their professional judgement alone. The User is solely responsible for the undertakings they give their own client as to the expected result.

16.2 Credits

Use of the module is by means of Credits. One Credit corresponds to the processing of one photograph. Credits are purchased in packs, at a price shown on the Platform at the time of purchase, and paid for in a single payment independently of the Subscription.

Credits purchased have no expiry date for as long as the Subscription remains active. They are neither transferable, exchangeable nor refundable.

The Credit is debited when the processing request is submitted, and not upon receipt of the result. A request submitted where the balance is insufficient is refused before any processing takes place.

16.3 Technical failure and refunds

In the event of technical failure of the processing, the Credit debited is **automatically and immediately re-credited** to the User's balance, with no action required on their part.

By contrast, **no refund is due where the processing has completed and the User discards the result obtained**. As the processing has been carried out and charged by the provider, the Credit remains consumed. The User retains the option of submitting a new request, which will give rise to a further debit.

16.4 Content submitted and retention

The User warrants that they hold the necessary rights to the photographs they submit to the module and that they have obtained, where applicable, the required authorisations from the persons depicted or their successors in title.

Images submitted are transmitted to an automated processing provider located within the European Union, under the conditions detailed in Article 7.4 of the Data Processing Agreement. Working files are deleted from the Platform thirty (30) days after the User validates the result, in accordance with Article 11.4.

Article 17 — Availability, maintenance and support

17.1 Availability

Attimo endeavours to keep the Platform continuously available, without entering into any quantified availability commitment. Access may be interrupted, in particular for maintenance or update operations, or as a result of an event affecting a third-party provider.

Scheduled maintenance operations are, so far as possible, carried out outside business hours and announced to the User in advance.

i Certain features, in particular the reveal sessions of the Studio module, are used in the presence of the User's end client. It is for the User to provide for a fallback arrangement in such situations, as no guarantee of availability at any given moment can be granted.

17.2 Support

Technical support is accessible from the User's personal account and by email at support@attimo-gallery.com. Requests are handled on business days, within a reasonable time and according to their criticality. No contractual resolution time is guaranteed.

17.3 Development of the Platform

Attimo develops the Platform on a continuous basis. Features may be added, modified or withdrawn. The withdrawal of a substantial feature is notified to the User with thirty (30) days' notice and gives rise to the right of termination set out in Article 12.

Article 18 — Acceptance

These Terms are accepted by the User upon registration on the Attimo Platform by means of a separate checkbox. Electronic acceptance constitutes signature of these Terms and fully binds the User.

i Attimo retains evidence of the User's acceptance of these Terms (date, time, IP address, version accepted) in its database. This evidence may be provided at the request of the User or of the supervisory authorities.

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