

SALES TERMS AND CONDITIONS

Comedia Publishing is a limited-liability company with a capital of 46 000.00 euros, whose Head Office is located at 272, chemin de l'Auberge de Jeunesse and registration number with the Commerce and Corporations register is: 421 262 684 code NAF 221 A.

It provides its clients with a service specialised in personalising novels, accessible on the internet at the following address <http://www.interactive-novel.com>

The present document has been drafted to specify the General Conditions of Use of Comedia Publishing's services.

The provisions herein stated constitute the contract which binds the client to the company, Comedia Publishing, for any order placed on one of the company's internet sites.

Any person placing an order on the site acknowledges being informed of these general conditions of usage. From that point, the payment indicates an accession to and an unreserved acceptance of these general conditions.

Right of Withdrawal :

From the date and hour at which the order is placed, the client has a delay of seven days starting on the date and hour of receiving an order during which he can exercise his/her right to withdraw the order placed with Comedia Publishing.

All cancellation and reimbursement demands must be made in writing, by regular or electronic mail, to the Customer Service Department.

For any inquiry the Customer Service Department may be reached:

- By telephone at **04 66 36 00 66**,
- By post at **272, chemin de l'Auberge de jeunesse 30000 Nîmes**,
- By e-mail at contact@interactive-novel.com

« Scenarios/co-author's guide» content:

The clients are solely responsible for the content of the scenarios/co-author's guide that they send to Comedia Publishing and for the resulting consequences. In addition, the clients agree not to include content:

- of an insulting, libellous, racist, xenophobic or revisionist nature that incites discrimination or hatred of a person or a group of people based on their origins or their adhesion or non-adhesion to an ethnic group, a nation, a race or a religious denomination;
- threatening to a person or a group of people;
- harmful to law and order, indictable in civil or penal court or of a libellous nature;
- of an extremist character or coming from groups that are outlawed ;
- encouraging criminal acts or misdemeanours, suicide or acts of terrorism or defending crimes or acts of terrorism or war crimes or crimes against humanity ;
- contrary to that which is moral or that is harmful to human dignity.
- In the case that the scenario/co-author's guide content does not conform to what is prescribed by the law, Comedia Publishing reserves the right not to publish the novels of clients guilty of such offences.

Modification by the client:

Modifications that affect the content of the scenario/co-author's guide are not possible (except modification of the delivery address) after the scenario/co-author's guide has been sent to Comedia Publishing.

However, a change of delivery address will be accepted at any time up until the printing of the book. The client must clearly indicate the scenario/co-author's guide reference number and the request must be in writing (post or email).

Delivery :

The novels are sent by post at letter rate to the delivery address indicated by the co-author in the scenario/co-author's guide. A 'sent' notice is emailed to the client if an email address has been provided. When a parcel is returned with the mention « address unknown », « parcel not picked up », « person not at this address », and there is a request to forward, we shall invoice 4 euros for France and 9 euros outside France.

Mode of payment (terms and conditions) :

Prices applied are prices in force on the day the order is made.

All of our prices are shown in euros/pound sterling, TVA included.

Notice : generally speaking and unless otherwise indicated, the mailing cost is included in the price for a shipment in France.

The orders, with or without options (pictures, supplementary copies) may be placed directly on the Comedia Publishing website (automatic dispatch of the scenario/co-author's guide).

Payment for the order can be made by bank card (Visa, Mastercard or American Express).

The optional services (picture, supplementary copies) may be ordered, if need be, when the scenario/co-author's guide is returned to us. In that case the payment can be made with a bank card by phone at: 04.66.36.00.66.

Payment by bank card on the Comedia Publishing website is through a secure payment (PayBox) site. We have no access to our clients' references.

The sending of the scenario/co-author's guide is automated. If the client has not received the scenario/co-author's guide in the hour that follows his/her order, it is incumbent on the client to signal it by contacting our Customer Service Department on 04.66.36.00.66 or by email at contact@interactive-net.com

The order will only be definitively registered when the bank references are validated. This last « click » is the electronic signature as authorised by the French Civil Code more specifically in articles 1316 and following.

From the time a bank card payment order is registered on our website, Paybox sends the client the order's payment receipt. Keeping and printing this mail will serve as proof of order with Comedia Publishing.

Post Sale Guarantees:

Please refer to the right of withdrawal.

Any book received by the client with mistakes in the scenario/co-author's guide or imperfections in its printing or manufacturing should be returned by the client to Comedia Publishing Head Office. Comedia Publishing is committed to re-edit and send again any defective novel containing errors resulting from editing or printing.

There is a three months period during which a claim related to editing errors or manufacturing defects can be made by the client directly to Comedia Publishing.

Confidentiality – stored information Protection of personal information

Comedia Publishing will in no way make use of the information included in the scenarios/co-author's guide and will destroy the scenario/co-author's guide and related files on the client's novel upon written request by the client. Comedia Publishing has registered its commitment to the protection of privacy with the 'Commission Nationale Informatique et Liberté' under the ref. n° 646124 (CNIL).

The information that is supplied to us when placing an order will not be transmitted to any third party other than the service provider. This information will be considered by Comedia Publishing and its providers as being strictly confidential. It will be used solely by the company's internal services and suppliers to comply with the client's request and order. The information included in the scenario/co-author's guide will not be re-used and can be destroyed by simple emailed request. The information contained on the order form may be used by Comedia Publishing (mailing list for special offers) but for internal use only.

In accordance with the January 6th 1978 law on information technology and private liberty, the client has a right of access to personal data and he/she may consult rectify or oppose any or all personal information.

In order to exercise this right, the client must send a written request with full name, postal and email addresses to Comedia Publishing.

Enforceable law

Comedia is a European company governed by French Corporate Law. The enforceable law to this contract is the French law.