

Terms of Sale

Last updated: September 28, 2026

1. Seller identification

These Terms of Sale are entered into between:

Publisher: Antonin CLAUZIER EI (clauzier.dev)

Legal form: Sole proprietor (micro-entrepreneur)

SIRET: 900 690 058 000 20

Address: 78 allée des Topazes, Bâtiment A Appartement 17, 97400 Saint-Denis, FRANCE

Email: contact@awesomefor.ms

For complete information, see our [Legal Notice](#).

And the User, as defined in Article 3 hereof.

2. Purpose

These Terms of Sale govern the subscription, payment, and commercial use of AwesomeFor.ms, an online service (SaaS) for creating and managing online forms.

Use of the Service is governed by the [Terms of Service](#), which supplement these Terms of Sale.

3. Definitions

- **Service:** the AwesomeFor.ms platform and all its features.
- **User:** any natural or legal person with an account on the Service.
- **Consumer:** any individual User acting for purposes outside their commercial, industrial, artisan, liberal, or agricultural activity (preliminary article of the French Consumer Code).
- **Professional:** any individual or legal entity User acting within the scope of their professional activity.
- **Subscription:** the subscription contract to one of the pricing plans offered by the Service.
- **Billing period:** the period between two payment due dates (monthly or yearly).
- **Form:** any form created by the User through the Service.
- **Response:** any submission made by a third party through a Form.

4. Plans and pricing

The Service is offered in four pricing plans:

- **Free:** €0/month — 3 forms, 50 responses/month. No AI generation, no notification emails, no storage.
- **Starter:** €9/month or €84/year — 10 forms, 500 responses/month, 10 AI generations/month, 500 notification emails/month, 500 MB storage.
- **Pro:** €19/month or €180/year — 25 forms, 2,000 responses/month, 50 AI generations/month, 2,000 notification emails/month, advanced customization, webhooks, embed, 2 GB storage.
- **Business:** €49/month or €468/year — unlimited forms, 10,000 responses/month, 100 AI generations/month, 10,000 notification emails/month, priority support, 10 GB storage.

Prices are in euros and are final: VAT not applicable, article 293 B of the French General Tax Code. Detailed limits and features for each plan are available on the Service pricing page.

5. Subscription and acceptance

Subscriptions are taken out online through the Service. In accordance with Articles 1127-1 to 1127-3 of the French Civil Code, the subscription process includes the following steps:

- Choice of pricing plan and billing period, and entry of a promo code if any
- Review, on the plan selection page, of the applicable price including discounts, the billing frequency, the term of the Subscription and its renewal and cancellation terms, and, for an upgrade during a billing period, the prorated amount payable immediately
- Express acceptance of these Terms of Sale and of the Terms of Service (checkbox)
- At the initial subscription, express request for the Service to start immediately (checkbox, see Article 6)
- Click on the “Subscribe and pay” button then, when an amount is due, entry of card details and validation of the payment on Stancer’s secure payment page

Until the payment is validated, the User can go back on their choices and correct any errors.

A confirmation email summarising the Subscription details is sent to the User once payment is confirmed or, when no amount is due, as soon as they subscribe. These Terms of Sale, including the withdrawal form, are attached to it as a PDF.

A Subscription may only be taken out by adults, or by minors who have the permission of their legal guardian.

The contract may be concluded in French or in English, according to the display language of the Service chosen by the User.

AwesomeFor.ms archives the contract, including the version of the Terms of Sale accepted by the User, for 10 years from its conclusion, in accordance with Article L213-1 of the French Consumer Code. The User may access it at any time, on simple request by email.

6. Right of withdrawal

Under Article L221-18 of the French Consumer Code, the Consumer has 14 days from taking out the Subscription to exercise their right of withdrawal, without giving any reason. This period runs only once, from the initial subscription: it does not apply to renewals of the Subscription or to plan changes.

As the Service is provided from the moment of subscription, the User must tick the following box to subscribe: "I ask for the service to start immediately. I understand that if I withdraw within 14 days, I will only be charged for the period used." This request does not deprive them of their right of withdrawal (Article L221-25 of the French Consumer Code).

In the event of withdrawal, the Consumer only pays for the Service provided until they communicated their decision: this amount is calculated pro rata to the days started. The rest of the sums paid, including for a change of plan, is refunded.

To exercise this right before the period expires, the User can:

- fill in the [online withdrawal form](#), pre-filled with the Subscription details and available from the Billing page of their workspace ("Exercise my right of withdrawal" button), then send it;
- or send an unequivocal statement, for example using the [withdrawal form](#) in the appendix, by email to the following address: contact@awesomefor.ms

The Subscription ends as soon as the decision is received and the account moves to the Free plan under the conditions of Article 12. A confirmation is sent by email. The refund is made at no cost, using the same means of payment as for the subscription, no later than 14 days after the decision is received (Article L221-24 of the French Consumer Code).

A request to delete the account made before the period expires counts as exercising the right of withdrawal, under the conditions of this article.

As the Service does not distinguish Consumers from Professionals at subscription, AwesomeFor.ms extends the right of withdrawal described in this Article to every User, on the same terms.

7. Payment

Payment is made by credit card through our payment provider Stancer. Payment is taken automatically for each Billing Period (monthly or yearly). Card data is securely processed by Stancer and is never stored on our servers.

If a payment fails:

- The User is notified immediately by email and keeps access to their plan while the payment is being settled.
- A new payment attempt is made 3 days after the due date, then 7 days after it.
- If payment still fails 14 days after the due date, the Subscription ends and the account moves to the Free plan under the conditions of Article 12. The User is informed by email.

While the payment is being settled, the User may pay the amount due at any time from the Billing page of their account, by clicking "Settle my payment" and then confirming the payment on Stancer's secure payment page. The card used is then saved for subsequent charges and the Subscription is renewed for the Billing Period following the unpaid due date.

Refunds provided for in these Terms of Sale are made to the card used for payment. Amounts below €0.50 cannot be refunded to a card; they are refunded by bank transfer on request.

8. Duration, renewal and cancellation

The monthly Subscription runs for an indefinite period and can be cancelled at any time. The yearly Subscription is entered into for one year and renews automatically; the Consumer is informed in writing no earlier than three months and no later than one month before it ends.

This notice, sent by email, states the renewal date, its price and the option not to renew the Subscription by cancelling it. For the monthly Subscription, a reminder is also sent by email a few days before each due date.

The User can cancel their Subscription at any time from the Billing page of their workspace, by clicking "Cancel my subscription" then "Confirm cancellation". They receive an email confirmation stating the date on which the cancellation takes effect. Except in the case

described in the next paragraph, the cancellation takes effect at the end of the current Billing Period and the User keeps access to the Service until that date.

For monthly subscriptions, the current period is not refunded. For yearly subscriptions cancelled within 30 days of the subscription or renewal, the remaining full months are refunded pro rata, the current month not being refunded; access to the Service then ends at the end of that current month, months being counted from the start of the yearly period. After those 30 days, no refund is due and access continues until the end of the yearly period.

The prorated refund provided for in the previous paragraph applies to cancellations initiated by the User. When AwesomeFor.ms suspends the User's account for breach of the Terms of Service, under the conditions of article 11 thereof, the Subscription is terminated immediately, without notice. The part of the price paid for the period still to run is then refunded prorata to the remaining time, to the card used for payment.

By exception, no refund is owed in case of serious misconduct. Only a breach attributable to the User that falls under one of the serious grounds exhaustively listed in article 11 of the Terms of Service may constitute serious misconduct: phishing or fraudulent collection of credentials, distribution of malware, illegal content, payment fraud or abusive payment disputes, attempted access to other Users' data or accounts, use of a compromised account for abusive purposes. The suspension decision then states that it is issued for serious misconduct. For the minor grounds provided for in the same article, suspension only occurs after an email warning giving the User 7 days to comply, and always gives rise to the prorated refund.

9. Plan change

The User may change their plan at any time from their account dashboard.

- **Upgrade to a higher plan:** the new plan takes effect upon immediate payment of a prorated amount: the difference between the price of the new plan and that of the current plan, for the current billing frequency, multiplied by the share of the Billing Period remaining, counted in days. The renewal date is unchanged; the price of the new plan applies from the next renewal.
- **Downgrade to a lower plan:** the change takes effect at the end of the current Billing Period, with no charge or refund; the price of the new plan applies from the next renewal.
- **Change of billing frequency (monthly or yearly):** the change takes effect at the next renewal.

When downgrading, if the User's usage exceeds the new plan's limits, existing data is preserved but excess features are blocked until usage complies with the new limits.

10. Usage limits and quotas

Each plan has usage limits: number of forms, monthly responses, AI generations and notification emails, and file storage. Detailed limits are available on the pricing page.

- Monthly quotas (responses, AI generations, notification emails) reset on the first day of each calendar month, whatever the subscription date. The number of forms and storage do not reset: they depend on the forms and files kept.
- On paid plans, the User is notified by email on reaching 80% of a monthly quota or of the storage quota, then when it is used up. No alert is sent for the number of forms, which is always shown in the account dashboard.
- When a quota is used up, the feature concerned is blocked: until the first day of the next calendar month for a monthly quota, and until forms or files are deleted for the number of forms and storage. Upgrading to a higher plan lifts the limit immediately.
- When the response quota is reached, public forms display a page indicating that the form is temporarily unavailable.

11. Personal data

The processing of personal data is described in our [Privacy Policy](#).

The Service is hosted within the European Union (OVHcloud SAS, France). The full list of technical sub-processors is available in our [Privacy Policy](#).

Under the General Data Protection Regulation (GDPR):

- AwesomeFor.ms acts as data controller for its Users' account data.
- AwesomeFor.ms acts as a processor (Article 28 of the GDPR) for the data collected by Users through their Forms, under the [Data Processing Agreement](#) appended to the Terms of Service, which forms an integral part of these Terms of Sale. The User remains the controller of this data and must ensure that their collection complies with applicable regulations.

The User has the right to access, rectify, delete and port their personal data, which they can exercise by contacting us by email.

12. What happens to data when the Subscription ends

When the Subscription ends (cancellation taking effect at the end of the Billing period, expiry or payment failure), the User's account moves to the free plan. Forms beyond the limits of that plan, with their responses and files, remain available read-only for 30 days: they

can be viewed and their responses exported, but they can no longer be edited, published or receive new responses. The most recently modified forms are kept; the User can choose which ones to keep by deleting the others.

The User is notified by email at least 7 days before the deletion. At the end of the period, the forms beyond the limits, their responses and their files are permanently deleted. Data within the limits of the free plan is kept for as long as the account exists. Subscribing to a new Subscription during this period ends the read-only period.

The User may delete their account at any time; deletion gives no right to a refund outside the cases provided for in articles 6 and 8.

When the User requests the deletion of their account, the Subscription is stopped and their forms no longer accept responses. The account, forms, responses and files are permanently deleted 30 days after the request, unless the User cancels it before that date by signing in and clicking "Cancel the deletion". Only the following are then kept: billing records, for the legal retention period (10 years); reports about their forms, for 12 months after they are received; technical logs, for 12 months; backups, for 7 days. The support chat contact and conversations are deleted with the account; otherwise, they are deleted 3 years after the last exchange.

If the account is suspended for breach of the Terms of Service, the User can still sign in to export the responses to their forms and request the deletion of their account. By exception, when the suspension is issued for phishing or fraudulent collection of credentials, distribution of malware, illegal content, attempted access to other Users' data or accounts or use of a compromised account, the account data is frozen: the User can neither export it nor request the deletion of their account. Failing deletion, the account, forms, responses and files are permanently deleted 12 months after the suspension decision.

13. Force majeure

In accordance with Article 1218 of the French Civil Code, neither party shall be held liable for failure to perform its obligations if such failure results from an event beyond its control, which could not reasonably have been foreseen at the time of the contract and whose effects cannot be avoided by appropriate measures.

The affected party's obligations are suspended for the duration of the force majeure event. If the event continues beyond 90 days, either party may terminate the contract without compensation.

14. Liability

Towards Consumers, AwesomeFor.ms is automatically liable for the proper performance of the obligations arising from the Subscription, in accordance with Article L221-15 of the French Consumer Code. It may, however, be released from all or part of its liability by proving that the non-performance or faulty performance is attributable to the Consumer, to the unforeseeable and insurmountable act of a third party to the contract, or to force majeure. Nothing in these terms limits or excludes the liability of AwesomeFor.ms towards a Consumer, or the rights the Consumer holds under the law.

Towards Professional Users only:

- AwesomeFor.ms's liability under these Terms of Sale is limited to the total amount actually paid by the User during the twelve (12) months preceding the event giving rise to the damage;
- AwesomeFor.ms shall not be liable for indirect damages, including data loss, loss of profits, loss of revenue or reputational harm;
- these limitations do not apply in the event of gross negligence or wilful misconduct, breach of an essential obligation of the contract, or personal injury.

15. Legal guarantee of conformity

The Consumer benefits from the legal guarantee of conformity for digital content and services provided for in Articles L224-25-12 et seq. of the French Consumer Code. As the Service is supplied continuously, AwesomeFor.ms is liable for any lack of conformity that appears throughout the period of supply. During that period, the Consumer only has to establish that the lack of conformity exists, not when it appeared.

The guarantee includes the updates needed to keep the Service in conformity. It entitles the Consumer to have the Service brought into conformity without undue delay after the request, free of charge and without significant inconvenience.

The Consumer may obtain a price reduction or terminate the contract, with a refund of the amounts paid for the period during which the Service was not in conformity, when AwesomeFor.ms refuses to bring it into conformity, when doing so is unduly delayed, cannot be done free of charge or without significant inconvenience, or when the lack of conformity persists despite an attempt to remedy it. The Consumer is also entitled to this, without first requesting conformity, when the lack of conformity is so serious that it justifies an immediate price reduction or termination. The contract cannot be terminated if the lack of conformity is minor.

Any period during which the Service is unavailable while being brought into conformity suspends the remaining guarantee period. The Consumer also benefits from the guarantee against hidden defects provided for in Articles 1641 to 1649 of the French Civil Code.

To invoke the guarantee, the Consumer contacts AwesomeFor.ms by email, describing the lack of conformity observed.

16. Changes to the Terms of Sale

AwesomeFor.ms may amend these Terms of Sale. Each version is dated and published on the Service. It applies from publication to accounts created and Subscriptions taken out from that date. For existing Users, it takes effect 30 days after publication; they are informed by email upon publication, at least 30 days before it takes effect.

On the effective date, the User is asked to expressly accept the new version. Until they do, they keep access to their settings, to the deletion of their account, to viewing and exporting their forms and responses, and to managing their Subscription; access to the other features of their workspace is suspended until they accept it.

By way of exception, the holder of a paid Subscription keeps access to the whole Service until the end of the current Billing Period, which remains governed by the version they accepted. The Subscription is renewed at that date only if the User has accepted the new version: otherwise, it ends without any amount being charged, the User is informed by email and their account moves to the free plan under the conditions of Article 12.

A User who does not accept the new version may, before it takes effect, cancel their Subscription at no cost or delete their account. The holder of a yearly Subscription who refuses the new version may also obtain, on request by email, a pro rata refund of the remaining period.

The price of the current Subscription is maintained at each renewal. A change in published prices only applies to new Subscriptions and, from the next due date, to changes of plan or billing frequency.

17. Applicable law and disputes

These Terms of Sale are governed by French law.

In the event of a dispute, the parties agree to seek an amicable solution first.

Consumer mediation

In accordance with the provisions of the French Consumer Code concerning the consumer dispute mediation process, after contacting AwesomeFor.ms and in the absence of a satisfactory response, the Consumer User may use a free consumer mediation procedure with:

CM2C

49 rue de Ponthieu, 75008 Paris

Phone: +33 1 89 47 00 14

Email: litiges@cm2c.net

Website: <https://www.cm2c.net/declarer-un-litige.php>

Jurisdiction

For Consumer Users, legal rules of territorial jurisdiction apply in accordance with Article R631-3 of the French Consumer Code. Where the dispute is between AwesomeFor.ms and a User who contracted as a trader (commerçant), the competent courts are those with jurisdiction over AwesomeFor.ms's place of business, in accordance with Article 48 of the French Code of Civil Procedure. In all other cases, the legal rules of territorial jurisdiction apply.

Appendix: withdrawal form

The simplest way is to use the online withdrawal form in your workspace: it is pre-filled with your subscription details and your withdrawal takes effect immediately.

[Fill in the online form](#)

You can also complete the model below and send it back to us, only if you wish to withdraw from the contract.

To Antonin CLAUZIER EI (clauzier.dev), 78 allée des Topazes, Bâtiment A Appartement 17, 97400 Saint-Denis, FRANCE, email: contact@awesomefor.ms

I hereby give notice that I withdraw from my contract for the provision of the following service: AwesomeFor.ms subscription.

Subscribed plan

Subscribed on

Consumer's name

Consumer's address

Email address of the AwesomeFor.ms account

Consumer's signature (only if this form is sent on paper)

Date
