

General terms and conditions of sale

Subscription to and use of the Swifto ERP solution, published by SYMATIQUE.

- Subscription, prices and payment terms
- Term, renewal and termination
- Client data, confidentiality and liability

11

Contractual sections

SaaS

Solution provided as
software-as-a-service

TND

Prices in Tunisian dinars, excluding taxes

General terms and conditions of sale

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Last updated: 2026. These general terms and conditions of sale (GTC) govern the subscription to and use of the Swifto ERP solution, published by SYMATIQUE.

1 Purpose

These GTC define the conditions under which SYMATIQUE (hereinafter “the Publisher”) makes the **Swifto ERP** management solution available to its professional clients (hereinafter “the Client”) in software-as-a-service (SaaS) mode, as well as the associated services (setup, training, support).

2 Subscription & order

The subscription is made after acceptance of a quote or a purchase order. Any order implies unreserved acceptance of these GTC. The subscription is offered according to the current plans (Free, Premium, Platinum, Diamond) and the number of users selected.

3 Prices & payment terms

Prices are expressed in Tunisian dinars (TND), excluding tax, and set out in the quote. They are subject to VAT and any applicable taxes. Payment terms and schedule are stated on the quote or invoice. Subscription fees are payable in advance, for the upcoming period.

Should payment not be received by the due date, access to the Service is deactivated immediately and as of right, without prior formal notice: user accounts and mobile application access are suspended. This suspension does not constitute termination.

Should the account later be reactivated, the Client shall pay for all periods elapsed since the deactivation date, within the limit of the current tax year. The Client's data is retained throughout the suspension and becomes accessible again upon reactivation.

4 Term, renewal & termination

The subscription is taken out for the period selected in the quote — monthly or annual — and is payable in advance. It renews by tacit agreement for a period of the same length, subject to payment of the following period.

At the due date, in the absence of payment, the account is closed automatically: access to features and data is suspended, only the renewal area remaining available to settle the amount due. Access is restored as soon as the new period is paid, under the conditions of article 3.

A Client who does not wish to continue has no formality to complete and no indemnity to pay: non-payment ends the subscription at the end of the period already paid for.

5 Setup, deployment & support

As Swifto ERP is a cloud solution, its setup does not require any heavy installation. The Publisher assists the Client with configuration, data migration and training. Support is provided by the Swifto team according to the plan subscribed to.

6 Service availability

The Publisher implements the means necessary to ensure the availability and security of the Service, accessible 24/7 outside maintenance operations. This is an obligation of means, not of result.

Scheduled maintenance is announced at least forty-eight (48) hours in advance and carried out, as far as possible, outside business hours (8 a.m. – 6 p.m., Monday to Friday, Tunis time). Interruptions arising from force majeure, from the Client's internet connection or from a third-party failure cannot engage the Publisher's liability.

7 Client data & confidentiality

The data entered by the Client remains its property. Its processing is described in the Privacy policy. The Publisher has signed an agreement with the National Authority for the Protection of Personal Data (INPDP) and undertakes to comply with organic law No. 2004-63.

The Client may, upon written request and at any time, obtain an export of its accounting and tax data, including during a period of suspension.

Failing renewal of the subscription and any export request within twelve (12) months from the deactivation of the account, the data is purged and permanently deleted. The Publisher notifies the Client by email before proceeding with this deletion.

8 Intellectual property

The Swifto ERP solution, its mobile applications, its trademark, its logo and all of its components remain the exclusive property of the Publisher. The subscription grants a personal, non-exclusive and non-transferable right of use for the duration of the subscription.

9 Liability

The Publisher's liability is limited to direct and proven damages. The Publisher cannot be held liable for indirect damages (loss of operations, revenue, customers, reputation or data caused by the Client).

On all grounds combined, the Publisher's liability cannot exceed the amount excluding tax actually paid by the Client for the subscription during the twelve (12) months preceding the triggering event.

The Publisher cannot be held liable for the consequences of incorrect data entry by the Client, nor for the Client's failure to meet its tax, accounting and social security obligations.

10 Governing law & disputes

These GTC are governed by Tunisian law. Failing an amicable resolution, any dispute shall fall under the jurisdiction of the competent courts of Tunis.

11 Contact

For any question relating to these terms of sale:

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