
Terms of Service and Sale

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About these terms

These terms govern access to Tierclash and purchases of Tierclash subscriptions. The service and subscriptions are supplied by Martin Chapuis, individual entrepreneur (EI), operating under Okulvitra. By creating an account or using Tierclash, you agree to these terms.

Age and authority

Tierclash is not directed at children. A user under 15 must have permission from a parent or legal guardian to create and use an account. A minor may purchase a subscription only with the express approval of a parent or legal guardian. The adult approving a purchase is responsible for it.

Accounts and acceptable use

You must provide accurate account information, keep access to your account secure, and use Tierclash lawfully. Do not disrupt the service, evade restrictions, impersonate others, collect data without permission, or use Tierclash to harm another person. You are responsible for activity carried out through your account unless caused by our failure to secure the service.

Your content

You keep ownership of content you submit. You give Tierclash a non-exclusive, worldwide, royalty-free licence to host, copy, process, display, and distribute that content only as needed to operate, secure, moderate, and provide the service according to the visibility choices you make. You must have the rights and permissions needed for everything you submit. You can remove content where the product provides that control; technical backups and legal records may remain for a limited period.

Subscriptions, price, and payment

The plan, billing period, features, and total price payable are shown before you order. Martin Chapuis EI is the seller; Stripe processes the payment and manages the billing portal.

- Payment is due when the order is placed. A subscription starts after Stripe confirms successful payment.
- Subscriptions renew automatically for the same billing period until cancelled. The renewal price and date are shown in the billing portal.
- You can stop renewal at any time through the billing portal. Cancellation takes effect for renewal immediately, and paid benefits remain available until the end of the current billing period.
- For French VAT purposes, VAT is not applicable under article 293 B of the French General Tax Code. Any tax Tierclash is legally required to collect will be included or shown before purchase.

Withdrawal and refunds

If you are an eligible consumer, you may withdraw from an online subscription within 14 days of concluding it without giving a reason. Use the online withdrawal function in account billing or email an unambiguous request to support@tierclash.com identifying the account and purchase. Where you expressly ask for the service to begin during that period, the amount corresponding to service already supplied may remain due as permitted by law. Statutory refunds are made using the original payment method. This does not limit refund or conformity rights that cannot lawfully be excluded.

Model withdrawal form

Complete and return this form only if you wish to withdraw from the contract.

To: Martin Chapuis EI - Okulvitra
45 Route du Petit Bailly, 38490 Fitilieu, France
support@tierclash.com

I/We hereby give notice that I/We withdraw from my/our contract for the provision of the following service:
Tierclash subscription.

- Ordered on:
- Consumer name:
- Consumer address:
- Date:
- Signature (only if this form is submitted on paper):

Statutory conformity guarantee for digital services

For a Tierclash subscription supplied continuously for as long as the subscription remains active, the consumer is entitled to invoke the statutory conformity guarantee if a lack of conformity appears during that entire period.

During this period, the consumer only has to establish that the lack of conformity exists, not when it appeared.

The statutory conformity guarantee requires all updates needed to maintain the conformity of the digital service to be supplied throughout this period.

The consumer is entitled to have the digital service brought into conformity without undue delay following the request, free of charge and without major inconvenience.

The consumer may obtain a price reduction while keeping the digital service, or terminate the contract and receive a full refund in exchange for giving up the digital service, if:

1. the professional refuses to bring the digital service into conformity;
2. conformity is delayed without justification;
3. conformity cannot be achieved without costs imposed on the consumer;

4. conformity causes major inconvenience to the consumer;
5. the lack of conformity persists after an unsuccessful attempt to correct it.

The consumer is also entitled to an immediate price reduction or termination when the lack of conformity is serious enough to justify it. The consumer does not then have to request conformity first.

Where the lack of conformity is minor, the consumer is only entitled to terminate the contract if the contract does not require payment of a price.

Any period during which the digital service is unavailable while it is being brought into conformity suspends the remaining guarantee period until the service is conforming again.

These rights arise from Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

A professional who obstructs the statutory conformity guarantee in bad faith may incur a civil fine of up to EUR 300,000, which may be increased to 10% of average annual turnover (Article L. 242-18-1 of the French Consumer Code).

The consumer also benefits from the statutory guarantee against hidden defects under Articles 1641 to 1649 of the French Civil Code for two years after discovering the defect. This permits a price reduction if the digital service is retained, or a full refund in exchange for giving it up.

Service availability and changes

Tierclash is provided with reasonable care and may change as the product develops. Maintenance, security incidents, providers, or events outside our control can interrupt access. We may change or discontinue free features. If a change materially reduces a paid service during an active billing period, mandatory consumer remedies remain available. Digital-service conformity guarantees provided by applicable law are not excluded.

Moderation and enforcement

The Content Policy forms part of these terms. We may restrict content or accounts when reasonably necessary for safety, legal compliance, service integrity, or enforcement of these terms. Automated systems assist with image moderation and some repeated violations trigger automatic restrictions. You may explain or appeal a decision by contacting support.

Tierclash and third-party material

Tierclash software, branding, and original site material remain protected by applicable intellectual-property law. Image search may show material from Unsplash or Pexels, whose own licences and terms continue to apply. You may not present Tierclash branding or software as your own, reverse engineer the service except where law permits it, or use third-party material without the required rights.

Responsibility

Nothing in these terms excludes liability or remedies that cannot be excluded under applicable law. Subject to that rule, Tierclash is not responsible for indirect losses, user-submitted content, or failures caused by events outside reasonable control. You remain responsible for your content, your game choices, and how you share public links.

Ending use of Tierclash

You may stop using Tierclash at any time and may request account deletion through support. We may suspend or close an account for a serious or repeated breach, unlawful use, a security risk, or a legal obligation. Where appropriate, we will state the reason and allow an appeal. Provisions that must logically survive termination, including payment, ownership, and dispute provisions, continue to apply.

Law and disputes

French law governs these terms. If you are a consumer, this choice does not remove mandatory protections granted by the law of your country of habitual residence. Contact support first so we can try to resolve a complaint. You may bring a claim before any court competent under mandatory consumer law.

If an eligible French consumer's prior written complaint remains unresolved, they may use CM2C free of charge: 49 rue de Ponthieu, 75008 Paris, France.

Contact

Email is the preferred channel for support, complaints, and withdrawal requests.

support@tierclash.com