

Terms and Conditions – Professionals

Version du 27/08/2026

These terms and conditions of sale govern the subscription taken out by real estate professionals with Sedes and the use of the professional area. They are accepted when the account is created and prevail over any conflicting document issued by the professional.

1. Identification of the publisher

The service is published by [Company name], [legal form] with a share capital of [amount] €, registered office [full address], RCS of [city] under number [number], SIRET [number], intra-community VAT [number]. Contact: Contact@sedes.immo (Contact@sedes.immo).

2. Access conditions

Access to the professional area is reserved for persons carrying on a regular real estate activity on a professional basis. The professional warrants that they hold all the required authorisations, in particular the professional licence provided for by Law no. 70-9 of 2 January 1970, the corresponding financial guarantee and professional liability insurance, and undertakes to report without delay any suspension or withdrawal thereof.

3. Supporting documents and account validation

The creation of the account is subject to the upload of the following three documents:

- a **KBIS extract** less than three months old;
- the **ID document** of the representative creating the account;
- a **bank account statement (RIB)** in the company's name.

These documents are collected under the traceability obligation for professionals provided for by Regulation (EU) 2022/2065 on digital services. The account is created upon registration but remains inactive: access to searches and to client contact details is only opened after verification of the documents and express validation by Sedes. Sedes may refuse a registration without having to give reasons for its decision.

4. Subscription

The subscription is taken out in the name of the agency and entitles it to create a set number of agent accounts, for a fixed period whose end date is shown in the professional area. The plans, the number of accounts included and the applicable prices are those displayed at the time of subscription.

5. Prices and invoicing

Prices are stated in euros and exclusive of tax. The applicable VAT is added according to the tax regime in force and appears on the invoice. An invoice is issued upon each payment received and made available in the professional area.

6. Payment

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Payment is made by bank transfer, upon receipt of the payment request, quoting the reference indicated. The subscription is only opened or renewed after the payment has actually been received.

In accordance with Article L. 441-10 of the French Commercial Code (code de commerce), any late payment automatically incurs penalties at the statutory interest rate plus ten points, as well as a fixed indemnity for recovery costs of 40 €.

7. Term, end date and renewal

The subscription ends on its end date without tacit renewal. If it is not renewed, the linked agent accounts are deactivated: access to searches, proposals and client contact details ceases, and the agency's data is kept for as long as necessary for a possible resumption. A reminder is sent before the end date.

8. Plan change and credit

The agency may request a change to its plan or to its number of accounts. Any request is subject to Sedes's approval. A reduction in the number of accounts applied during the period gives rise to a credit, calculated pro rata to the remaining term, deductible from the next invoice. Credits are not refunded in cash.

9. No right of withdrawal

As the subscription is taken out for the purposes of the subscriber's professional activity, the right of withdrawal provided for by the French Consumer Code (code de la consommation) does not apply, subject to the provisions applicable to professionals employing fewer than six employees and subscribing outside their main field of activity.

10. Obligations relating to listings

The professional only publishes properties for which they hold a **valid written mandate**, duly recorded in their register of mandates. To that end, they enter the type, number and date of the mandate, and provide a copy of it at Sedes's request.

They warrant that the published information – price, floor area, address, diagnostics, availability – is accurate and up to date, and withdraw without delay any listing that has become obsolete. Published photographs must depict the actual property and be free of rights.

11. Prohibition on collecting sums before signing

The professional shall refrain from requesting or accepting from a client met through Sedes any sum of money – fees, administrative fees, viewing fees, search fees, deposit or reservation – **before the transaction has actually been concluded and recorded in a written instrument**, in accordance with Article 6 of Law no. 70-9 of 2 January 1970.

Any breach results in the immediate suspension of the account, without refund of the current

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subscription, and may be reported to the chamber of commerce that issued the professional licence as well as to the competent authorities.

12. Use of client data

The contact details and search criteria communicated through Sedes may only be used to respond to the search concerned. The following in particular are prohibited: their systematic extraction, their retention beyond what is necessary, their reuse for unsolicited prospecting, their transfer or their resale to a third party.

The professional acts as data controller for the data they receive and is responsible for compliance with Regulation (EU) 2016/679 in respect of it.

13. Suspension and termination

Sedes may automatically suspend or terminate an account's access in the event of a breach of Articles 2, 3, 10, 11 or 12, of concurring reports from clients, or of conduct likely to harm users. Except in urgent cases, the professional is informed and given the opportunity to submit their observations. Termination for breach does not give rise to any refund.

14. Liability

Sedes provides a matchmaking service and does not intervene in any capacity in real estate transactions. Sedes guarantees neither a volume of searches, nor a number of connections, nor a commercial result. The liability of Sedes, excluding gross negligence or wilful misconduct, is limited to the amounts actually paid under the subscription over the twelve months preceding the event giving rise to the claim.

The professional indemnifies Sedes against any third-party claim arising from the listings they have published or the services they have provided.

15. Intellectual property

The platform, its graphic design, its databases and its matching engine remain the exclusive property of Sedes. The subscription confers a personal, non-exclusive and non-transferable right of use, for the duration of the subscription. The professional retains the rights to the content they publish and grants Sedes the right to distribute it on the platform.

16. Amendment of the terms

Sedes may amend these terms. Subscribed professionals are informed at least one month before the new version comes into force. Refusal of the new version entitles the professional to terminate the subscription, with a refund pro rata to the unexpired period.

17. Applicable law and jurisdiction

These terms are governed by French law. Failing amicable resolution, any dispute falls within the

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exclusive jurisdiction of the courts of the place where Sedes's registered office is located.