



ETEP-CGV-002

D.T.MUX Viewer Professional subscription terms

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ETEP — Public document · Étude Technique en Électronique Professionnelle (ETEP) — a French SARL with share capital of €68,603 — ZAC des Bousquets, 380 rue de l'Initiative, 83390 Cuers, France — SIREN 391 495 108 — VAT FR24391495108

Article 1 — Purpose and parties

These terms govern the **D.T.MUX Viewer Professional** trial and subscription (the "Service"), offered by **Étude Technique en Électronique Professionnelle (ETEP)**, a French SARL with a share capital of €68,603, registered with the Toulon Trade and Companies Register under number 391 495 108, EU VAT number FR24391495108, whose registered office is at ZAC des Bousquets, 380 rue de l'Initiative, 83390 Cuers, France ("ETEP"), to any natural or legal person who starts a trial or takes out a subscription (the "Customer").

They supplement the D.T.MUX Viewer end-user licence agreement (the "Licence Agreement"), accepted when the software is installed. In the event of any conflict regarding the trial or the subscription, these terms prevail.

ETEP's general conditions of sale, which govern its sales of equipment and services, do not apply to the Service.

The Customer accepts these terms by ticking the box provided for this purpose in D.T.MUX Viewer, when starting the trial and when subscribing. They are available at any time at www.etep.com/terms/viewer-professional.

Article 2 — Reseller: Paddle

Ordering, payment, invoicing, taxes and refunds for the subscription are handled by our online reseller **Paddle.com**, the Merchant of Record for all our orders. The Customer buys the subscription from Paddle, under Paddle's buyer terms accepted at checkout; the licence to use the software is granted by ETEP under these terms and the Licence Agreement.

Paddle handles all enquiries about payments, invoices and refunds. No card details are entered in D.T.MUX Viewer or received by ETEP.

Article 3 — What is free, what the Service covers

Opening and working with D.T.MUX files (.mux) and IRIG 106 Chapter 10 recordings produced by ETEP equipment in D.T.MUX Viewer is **free of charge**, with no account, no connection and no time limit. It is not part of the Service.

The Service gives access, in D.T.MUX Viewer, to opening **IRIG 106 Chapter 10 files and network streams recorded or transmitted by other manufacturers' systems**, together with the software functions that apply to them.

Article 4 — Free trial

A free **thirty (30) day** trial is offered, with no payment method required. It starts the first time a recording or stream from another manufacturer is opened on the computer concerned, never at installation. **Only one trial is granted per computer.**

When it ends, opening such recordings and streams requires a subscription; recordings from ETEP equipment remain accessible free of charge.

Taking out a subscription during the trial ends the trial: the subscription starts and is billed **immediately**, and any remaining trial days are not carried over.

Article 5 — Price, taxes and currency

At the date of these terms, the subscription price is **ninety-nine euros excluding taxes (€99 excl. VAT) per month and per computer**. The applicable price is the one displayed at the time of subscription.

Applicable taxes (VAT or equivalent tax) are calculated by Paddle according to the Customer's country, tax status and, where applicable, VAT number, and added to the price. The Customer sees the amount excluding taxes, the taxes and the total amount before paying.

Paddle may display and collect **the equivalent of this price in the Customer's local currency**, at the exchange rate it applies; the converted amount may vary from one billing period to the next.

Article 6 — Term, renewal and cancellation

The subscription runs for **one month** and renews automatically from month to month until cancelled. It is payable in advance at each renewal.

The Customer may **cancel at any time**, at no cost and without giving reasons, from Paddle's customer portal, available from D.T.MUX Viewer and from Paddle's emails. Cancellation takes effect **at the end of the current period**, until which the Service remains available. The current period is not refunded, subject to the refund policy.

ETEP may terminate the subscription if the Customer seriously breaches these terms or the Licence Agreement, in particular by circumventing the technical measures, after a formal notice that has remained unanswered for fifteen (15) days; with immediate effect in the event of fraud.

Article 7 — One computer at a time

A subscription is active on **only one computer at a time**. The Customer may transfer it to another computer by deactivating the first one ("Deactivate this computer" in D.T.MUX Viewer), or with the help of ETEP support, in particular in the event of a breakdown, loss or replacement. To use the Service on several computers at the same time, the Customer takes out one subscription per computer.

Article 8 — Licence verification and offline use

D.T.MUX Viewer verifies the trial or subscription with ETEP's licence server. It remains usable for up to **seven (7) days without a connection**; beyond that, opening recordings from other manufacturers requires a new verification. Recordings from ETEP equipment remain usable at all times, even if the licence server is unavailable.

ETEP uses its best efforts to keep the licence server available, without guaranteeing uninterrupted availability. Maintenance interruptions are kept as short as possible and scheduled where possible.

Article 9 — Payment failure

If a payment fails, Paddle informs the Customer and retries. The Service remains available for **seven (7) days** from the first failure, to allow the payment to be settled. Otherwise, access to the Service is suspended until payment is made, and Paddle may end the subscription.

Article 10 — Changes to the Service and to the price

ETEP may develop D.T.MUX Viewer and the Service (new versions, functions), without substantially reducing, during a paid period, the access described in Article 3.

Any price change is notified to the Customer by email at least **thirty (30) days** before the renewal at which it applies. The Customer may cancel before that renewal; otherwise, the new price applies from it.

Article 11 — Support

Licence support (starting the trial, activation, change of computer, sign-in code not received) is provided by ETEP at **licences@etep.com**, in French and English, on working days. Questions about payments, invoices and refunds are handled by Paddle.

Article 12 — Warranty and liability

Business customers: ETEP warrants that the Service enables, in accordance with the D.T.MUX Viewer documentation, the opening described in Article 3. If a non-conformity is reported, ETEP will endeavour to remedy it within a reasonable time; failing that, the period concerned is refunded. This is the only warranty given for the Service.

D.T.MUX Viewer is a replay and analysis tool. It is not software certified under aircraft airworthiness standards and must not be the sole basis for a decision on the airworthiness or safety of an aircraft; the interpretation of the data and the decisions based on it are the Customer's responsibility.

To the fullest extent permitted by law, ETEP is not liable for indirect damage (loss of data, business or revenue, business interruption), and its total liability in respect of the Service is limited to the amounts paid by the Customer for the Service during the twelve (12) months preceding the event giving rise to liability. These limitations do not apply in the event of gross negligence or wilful misconduct, or to personal injury.

Consumer and non-professional customers benefit from the statutory conformity guarantee for digital content and services provided by the French Consumer Code (Articles L. 224-25-12 et seq.), and the above limitations apply to them only to the extent permitted by law.

Article 13 — Personal data

The Service processes only a limited amount of personal data, described in ETEP's privacy policy (www.etep.com/privacy): a pseudonymous identifier of the computer, the software version and language, the status and dates of the trial or subscription and, if the Customer signs in, their email address. **The Customer's recordings are never transmitted to ETEP.** Paddle processes payment and invoicing data as a separate data controller, under its own policy.

Article 14 — Regulations and sanctions

The Customer undertakes to use the Service in compliance with the laws applicable to it, in particular export control regulations and restrictive measures (sanctions). The Service is not offered in the countries or to the persons targeted by such measures; ETEP and Paddle may refuse or interrupt the Service in such cases.

Article 15 — Consumers and non-professionals

Where the Customer is a consumer or a non-professional within the meaning of the French Consumer Code, the protective provisions applicable to it prevail over any conflicting provision of these terms, in particular:

- the **right of withdrawal**, under the conditions of the law and of Paddle's buyer terms;
- the **statutory conformity guarantee** for digital content and services;
- the **complaint and consumer mediation** channels provided by Paddle, the seller of the subscription.

Article 16 — Changes to these terms

ETEP may change these terms. Changes are notified to the Customer by email at least thirty (30) days before they take effect and apply from the next renewal; the Customer may cancel before that renewal.

Article 17 — Governing law, language and disputes

These terms are governed by French law. The French version prevails; the English version is provided as a translation.

Any dispute with a business Customer falls under the exclusive jurisdiction of the **Toulon Commercial Court** (Tribunal de commerce de Toulon). Consumer and non-professional Customers retain the benefit of the rules of jurisdiction and mandatory provisions that protect them.

Contact: ETEP — licences@etep.com — ZAC des Bousquets, 380 rue de l'Initiative, 83390 Cuers, France — +33 4 94 08 50 26.