

Article 1 - SCOPE - PURPOSE

These General Terms and Conditions (hereinafter referred to as the "T&C") apply without restriction or reservation to any access to Services and/or any subscription to Paid Services by professional or non-professional customers, hereinafter referred to as the "Subscriber", to the company TUTORECA with capital of €16,670.00, whose registered office is located at 2564 Allée D'Arday, 40990 Saint Paul Les Dax and registered in the Dax Trade and Companies Register under number 837 933 993, and hereinafter referred to as the "Company".

The User declares that he/she has read and accepted the present T&C before implementing the Subscription order procedure or when connecting to the platform for the first time.

The User hereby declares that he/she has read and accepted these T&C by ticking the appropriate box before proceeding to order a Subscription.

The main features of Subscriptions are presented on the Company's website. It is the Subscriber's responsibility to read them before placing an order. The choice and purchase of a Subscription is the sole responsibility of the Subscriber.

Any condition to the contrary not accepted by the Company shall be unenforceable. The fact that the Company does not avail itself of one of the provisions of the present T&C does not constitute a waiver by the Company of its right to avail itself of such provision at a later date.

Subscription to one or more Subscriptions and/or paid services on the Website automatically implies express and unreserved acceptance of these T&C by the Website User.

Validation of the order by the Subscriber implies acceptance without restriction or reservation of these T&C.

As these T&C may be subject to subsequent modifications, the version applicable to the purchase of a subscription is that in force at the time the order is placed.

The Subscriber acknowledges having the capacity required to contract.

The present T&C define the conditions of subscription to the Company's online content, as well as the use of the Company's website.

The main features of the Subscriptions are presented on the Website.

The general terms and conditions of sale described in article 4 below (hereinafter the "T&C") govern the subscription to the Pay Services available on the Site. Subscription to one or more Pay Services on the Website automatically implies express and unreserved acceptance of the T&C by the Website User.

The current T&C and Privacy Policy are available for consultation at any time on the Site at <https://tutoreca.fr/>, and can be downloaded and printed.

In the event of non-compliance by the User with the terms of these T&C and Privacy Policy, the Company reserves the right to take any measure likely to preserve its interests and in particular to ensure their enforcement.

Article 2 – DEFINITION

Capitalized terms used in these T&C are defined as follows:

"Subscriber": any individual or legal entity having subscribed to a Pay Service.

"Subscription" refers to the subscription by a Subscriber to a Service for a fixed or indefinite price and duration for all or part of the Paid Services made available on the Website.

"T&C" refers to these General Terms and Conditions of Sale and Use.

"User" refers to the natural or legal person who wishes to use the paid services of the Company's Website for a limited period of time and who has used the payment methods offered by the Company to obtain time-limited access.

"Access Code (login)" refers to the connection password communicated by the Company to the Subscriber and/or to Occasional Customer Users after validation of payment. For a Subscriber, the Access Code will be associated with an e-mail address, supplied by the Subscriber in the Registration Form. The Subscriber's and/or Occasional User's Access Code must be used by them under the conditions described below.

"Content" refers to all the information and publications accessible on the Website and in the Applications, and in particular to the general structure, texts, images (animated or not), videos, sounds and hypertext links of which the Website is composed; the distinctive signs, brands and logos constituting its graphic charter; and the associated databases and their content, including in particular: textual or numerical data, graphics, tables, photos, videos, presentations and hypertext links.

"User Account" refers to the information required from the User to log on to the Platform, enabling him/her to access the Services to which he/she has subscribed, once he/she has identified him/herself using his/her login details.

"Registration Form" refers to the form containing personal data and the chosen payment method. It is completed and sent online, by email or by mail.

"Platform": Space allowing the Subscriber or User to view video tutorials or documents, as well as to consult his/her dashboard (for personalization and account tracking as specified in article 3.2 below) once he/she has logged in to his/her account.

"Service": Range of services available on the Website.

"Website": refers to the Internet site accessible from the URL address <https://tutoreca.fr/> or any other URL address that may be substituted for it, as well as any so-called "mobile" application installed on a tablet and/or smartphone pointing to the Website.

"Subscription Fee": means the monthly or annual subscription fee applicable to the Subscriber, as indicated on the Company's Website, in force on the date the Subscription Form is sent.

"Holder" means any individual or legal entity holding economic and/or moral rights to the Information.

"User" means any person connected to the Website, consulting and using the Information available on the Company's Website and/or Platform.

Article 3 - TERMS AND CONDITIONS OF USE OF THE WEBSITE (T&C) AND PLATFORM

These T&C govern access to and use of the Website and are intended to define the terms and conditions of use of the Website; they constitute the general principles of access to the Company's Services. Access to and use of the Website are subject to acceptance of and compliance with these General Conditions of Use. By browsing the Website, whatever the technical means of access and the terminals used, the User is presumed to be aware of these T&C and to accept their terms without reservation.

The present T&C apply, as appropriate, to any variation or extension of the Website on existing or future social and/or community networks.

The T&C may be modified at any time by the Company due to the evolving nature of the Website and Services, which may be subject to change, by making new functionalities available, or by removing or modifying certain functionalities. The User is therefore advised to refer to the most recent version of the T&C available on the Website at any time before browsing. In the event of disagreement with the T&C, the User may not use the Website.

3.1 Access to the Website and use of the Services

The Company undertakes to use its best efforts to secure access, consultation and use of the information available on the Website in accordance with the rules of use of the Internet; the obligation being one of means, the Company does not undertake to achieve this result.

The Website is accessible 24 hours a day, 7 days a week, except in the event of force majeure or the occurrence of an event beyond the Company's control; the Company shall not be held liable for any event due to force majeure resulting in network or server malfunction. Access to Website services may be interrupted, suspended or modified at any time without notice for maintenance or any other reason. The User undertakes not to claim any compensation as a result of such interruption or suspension.

The Website is accessible free of charge to any User with Internet access. All costs associated with access to the Website, whether hardware, software or Internet access, are the sole responsibility of the User.

Before using the Website, the User must ensure that he/she has the technical and IT resources required to browse and use the Website, and that his/her browser allows secure access to the Website. They must also ensure that their computer configuration is in good working order and free of viruses.

The Website provides the User with free access to the following services:

- Information on the Company's concept and products.
- Subscription to Paid Services or Subscriptions.

The Subscriber uses the Website services as is. The Subscriber also declares that he/she accepts the characteristics and limits of the Internet, and in particular acknowledges that:

- o Use of the Website is at the user's own risk.
- o Access to the Website is provided on an "as is" and "as available" basis.
- o The Subscriber is responsible for all downloads.
- o the Subscriber is solely responsible for any damage to his or her computer or loss of data resulting from downloading this Content or consulting the Website.
- o it is the Subscriber's responsibility to take all appropriate measures to protect his or her own data and/or software from contamination by any viruses circulating via the Website and/or the information and Content.
- o no advice or information, whether oral or written, obtained by the Subscriber or during use of the Website is likely to create guarantees not expressly provided for in these general terms and conditions.

- the Subscriber is solely responsible for the use made of the information on the Website and, consequently, the Company cannot be held liable for any direct or indirect damage arising from the use of this information.
- he/she alone is responsible for the use of the content of any Website linked to the Website, and the Company declines all responsibility for such content.
- he/she alone is responsible for the use of the content of Websites with a hypertext link to the Website, and the Company declines all responsibility for such content.
- he/she is aware of the nature of the Internet, in particular its technical performance and response times for consulting, querying or transferring information.
- he/she is responsible for communicating his/her access codes and any other information deemed confidential.
- it is the user's responsibility to take all necessary steps to ensure that the technical characteristics of his or her equipment enable him or her to consult the information.

The services offered by the Company comply with current French legislation. All information and data contained in publications issued by the Company are provided for information purposes only. The Company shall not be held liable for any direct or indirect damage resulting from errors, omissions or delays in the transmission or publication of said information.

3.2 User account creation

The Company requires all Subscribers to create a User Account, enabling them in particular to consult information concerning their subscription and to subscribe to newsletters.

This account offers different functionalities, depending on the rights of the person representing the legal entity Subscriber:

« Administrator »:

- Administrator logs in only for subscription to fully personalized platform.
- Access the content management functionalities.
- Access to "Manager", "Trainer" and "Learner" functionalities.

« Manager »:

- Create, edit, and delete users.
- Create, edit, and delete division, department and position (Tutoreca premium subscription).
- Create and modify a default learning path per position (Tutoreca premium subscription).
- Create and modify a default learning path per property (Tutoreca)
- Assign Collections.
- Email notification when a collection is validated or not validated on time by a "Learner" (Tutoreca Premium).
- Notification of "automatic reassignment" of a collection if the first date line was not met by the "Learner".
- Access reports for all divisions, all departments, all employees if they are defined as responsible for these divisions or departments (Tutoreca Premium) and all learner (Tutotreca)
- View any tutorial freely
- Access to "Learner" and "Trainer" functionalities ("Trainer" is only for Tutoreca Premium).

« Trainer »:

- Only available in Tutoreca Premium.
- Is assigned a division or a department.
- Can assign collections for his / her assigned team.
- Can edit division, departments, and positions of his/ her assigned team.
- Can access analytics or his/ her assigned team.
- Create and modify a default learning within assigned division / department.

« Learner »:

- Access to the tuto library to view tutorials corresponding to the subscription,
- Access to "My dashboard",
- Access to "My profile",
- Access to E-certificates after validation of the quiz at the end of each module,
- E-mail notification when a collection or training path is assigned by the Manager,
- Reminder notification 3 days, 2 days and 1 day before the deadline when a collection is assigned by the Manager but not yet validated.
- Notifications to the Learner once the assigned collection has been validated.
- Notifications to the Manager once the assigned collection has been validated by the Learner (Tutoreca Premium).
- Notification of "automatic reassignment" of a collection if the first date line was not met by the "Learner".

When opening a User Account, the User undertakes to provide accurate, up-to-date, and complete information in the Registration Form, in particular his/her surname, first name and e-mail address. Any entry of false, inaccurate, out-of-date, or incomplete information, or of a username containing inappropriate, disrespectful, defamatory, obscene or indecent terms, may result in suspension and closure of the User Account.

The User will receive confirmation of the creation of his User Account in the form of an e-mail sent to his mailbox.

In general, the User undertakes to provide information that will enable the Company to ensure the traceability of the User. The User is solely responsible for the use of his/her User Account, without being able to hold the Company liable for any fraudulent use by a third party. The User shall ensure the confidentiality of his/her login details.

3.3 User identification

When registering, the User provides his/her e-mail address and chooses a personal and confidential access code for his/her own use only, enabling him/her to connect to his/her account. The User is solely responsible for the use of this password. In the event of unauthorized use, all resulting costs will be borne by the User.

The User may or may not be identified when accessing the Website. Identification is in any case required to access the Platform.

3.4 User obligations

The User undertakes not to use the proposed service for any purpose that contravenes local, national or community laws, public order or morality.

The User further undertakes to ensure that his or her contribution does not contain any virus of any kind whatsoever, which could disrupt or damage the Company's computer system in any way whatsoever.

3.5 Use of cookies

When you visit the Website, cookies are placed on your computer, cell phone or tablet. The Website is designed to be attentive to Users' needs and expectations. This is one of the reasons why cookies are used, for example, to identify Users and access their accounts. The information below will help you understand how cookies work and how to configure them.

Definition of a cookie: A cookie is a small data file copied to your computer's hard disk by a Website. It records information relating to your computer's navigation of a Website (such as the pages visited or the dates and times of consultation), which may be read during your subsequent visits to the Website. The Company may send cookies when you visit the Website or when you register for an online Service.

The various transmitters:

Tutoreca.fr cookies: These are cookies placed by the Company on your terminal to meet the needs of navigation, optimization and personalization of services on our Website.

Third-party cookies: These are cookies placed by third-party companies (e.g. partners) to identify your centers of interest and, where appropriate, personalize the advertising offer sent to you on and off our Website. They may be deposited when you browse our Website or when you click on advertising spaces on our site.

In the context of partnerships, the Company ensures that partner companies comply strictly with the French Data Protection Act of January 6, 1978, as amended, and undertake to implement appropriate measures to secure and protect the confidentiality of data.

Setting up your web browser

You can deactivate these cookies at any time. Your browser can also be set to notify you when cookies are placed on your computer and to ask you to accept them or not. You can accept or refuse cookies on a case-by-case basis or refuse them systematically.

We remind you that this setting may modify your conditions of access to our content and services requiring the use of cookies. If your browser is configured to refuse all cookies, you will not be able to use some of our services.

You can restrict the use of cookies by changing your browser setting:

In Internet Explorer:

- Click on the wheel icon in the browser toolbar and select Internet Options.
- In the options window, click on the Privacy tab.
- To enable cookies, set the cursor to Medium or lower.
- To disable cookies, move the slider to the very top to block all cookies.

In Firefox:

- Click on the browser menu button and select Options.
- Select the Privacy tab and go to the History section.
- In the drop-down menu next to Retention rules: choose "Use custom settings for history".
- Check the "Accept cookies" box to enable cookies or uncheck it to disable them.

In Chrome:

- In the top right-hand corner, click on More (the three dots aligned vertically) and select "Settings".
- At the bottom of the list, click on Advanced Settings.
- Click on Show advanced settings.
- In the "Privacy & Security" section, click on Content Settings and select "Cookies".
- To enable cookies, select "Allow websites to save and read cookie data (recommended)". To accept proprietary cookies only, select Block all third-party cookies without exception.
- To disable cookies, deselect "Allow websites to save and read cookie data (recommended)".

In Safari:

Choose Safari > Preferences, then click on Privacy.

In the Block cookies section, specify whether Safari should accept Website cookies, and under what circumstances.

If you want to restrict the use of cookies for another browser or on a mobile device, go to the official web page of the browser or device manufacturer or consult the documentation they have provided, then follow the instructions.

Article 4 - GENERAL TERMS AND CONDITIONS OF SALE FOR THE WEBSITE (T&C)

4.1 4.1 Scope of application

The Website offers anyone the presentation of paying offers in the form of Subscriptions. The User has access via the Platform to the Content defined in the Subscription.

Each Subscription is detailed according to:

- Subject matter.
- Content.
- Duration of subscription.
- Price before tax.

In addition, in the event of a promotional Subscription offer, the Company's offer will specify the specific conditions of the offer, and in particular:

- The duration of the offer.
- Commitment period, if any.

By subscribing to one or more Subscriptions, the User declares that he/she is using the Company's Services in accordance with applicable law and the present General Terms and Conditions.

4.2 Services

Subscription packages provide access to tutorials (videos) based on the collections and modules offered online.

The Company may offer new Services, free of charge or subject to a charge, the subscription and/or use of which may be conditional upon compliance with certain criteria or technical limitations, which will then be specified to the Subscriber and/or User.

4.3 Price

Prices for Chargeable Services are quoted in euros, exclusive of tax. They do not include the costs of the equipment and electronic communications required to subscribe to and use the Services, which remain the responsibility of the subscriber.

Payment of the subscription is made according to the rates and terms in force on the Website. Subscriptions are payable at the time of subscription or, where applicable, renewal.

Any promotional Subscription rates apply only to the first subscription.

The Company may revise the amount periodically deducted for the renewal of a Subscription. In this case, the Company must give the Subscriber prior notice in a timeframe that allows the Subscriber to terminate his or her Subscription before the effective implementation of this revision, which comes into effect for the Subscription renewal period.

The Subscriber is solely responsible for payment of all sums due in respect of the Subscription. A third party may, however, pay for the Subscription on behalf of the Subscriber, without this conferring any special rights on the Subscriber, except in the case of group Subscriptions.

Only one payment method is available:

- SEPA direct debit on bank account.

Partial or total non-payment of any sum when due will have the effect, from that date, of allowing the Company to suspend performance of the Services until full payment of the sums due.

Any delay in payment of an invoice shall give rise to interest on arrears from the due date until actual payment of the invoice in question, calculated at a rate equal to the legal interest rate plus 5 points.

However, in the event of repeated non-payment, regardless of the method of payment chosen, and after unsuccessful reminders from the Company, the latter reserves the right to terminate the current Subscription, and even to cancel any possibility of subsequent subscription for a period of one year from the date of notification of termination.

4.4 Subscription and subscription management

The main features of the subscription packages are detailed on the Website in the "Our Offers" section.

Contractual information is presented in French and is confirmed at the latest when the Subscriber validates the order.

An order is registered when the Subscriber accepts and signs these T&C and when payment (SEPA) for access to the service is effective.

The Subscriber can check the details of his order, its total price and to correct any errors before confirming his acceptance (article 1127-2 of the French Civil Code). This validation implies acceptance of the entirety of the present T&C and constitutes proof of the subscription contract. It is therefore the Subscriber's responsibility to check the accuracy of the order and to report any errors immediately.

Once confirmed and accepted by the Company, under the conditions described above, the order cannot be cancelled, except in the event of withdrawal or force majeure.

To subscribe to a Subscription, the Subscriber must be of legal age, or be emancipated, and have full capacity to contract.

The Company reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

Subscription renewal

Unless otherwise agreed, at the end of the current subscription period, the Subscription will be automatically renewed for a period of one year.

In this context, in accordance with the provisions of article L. 136-1 of the French Consumer Code, the Company will inform the Subscriber in writing, no earlier than three months and no later than one month before the end of the period authorizing refusal of renewal, of the possibility of not renewing the Service. The Subscriber must inform the Company of his intention not to renew the Subscription by registered mail or by e-mail to the following address: lea@tutoreca.fr.

The account provided at the time of subscription will be debited at the time of renewal on the first day of the new subscription period. The same applies to the account for which a SEPA mandate has been issued.

4.5 Right of withdrawal

In accordance with article L. 121-21 of the French Consumer Code, the customer has a period of fourteen (14) clear days in which to request a refund. This period runs from the conclusion of the contract in the case of a subscription.

When subscribing to a subscription contract, the Subscriber declares that he/she accepts that the Service is provided and accessible within 48 hours of his/her order, and in any event from the time of his/her first connection to the Service, which starts the subscription for the chosen duration. Thus, the Subscriber expressly acknowledges that the Service begins, with his agreement, before the expiration of the withdrawal period provided for in the French Consumer Code for the exercise of the right of withdrawal, and that he cannot claim to benefit from it.

4.6 Termination of contract

Users who have taken out a digital subscription (100% digital) may cancel their Subscription at any time by sending a request by registered mail or e-mail (info@tutoreca.fr). The request must be made within 30 days before the next renewal date for the cancellation to be taken into account.

4.7 Suspension/termination of Subscription

The Company reserves the right to suspend and/or terminate the Subscription taken out by the Subscriber, without indemnity or right to reimbursement, in the event of breach by the Subscriber of the present terms and conditions, within a period of 15 days from the sending of formal notice by registered letter with acknowledgement of receipt or by e-mail with acknowledgement of receipt to the e-mail address entered at the time of subscription, without prejudice to the Company's right to seek payment of any damages and interest in compensation for its entire loss.

The Subscriber may only transfer all or part of the rights and obligations resulting from his/her Subscription with the prior written consent of the Company and subject to strict compliance with the conditions stipulated in the present general terms and conditions.

Cancellation does not entail any penalty but will not give rise to a refund of the current monthly or annual period, depending on the choice made at the time of Subscription.

Article 5 - INTELLECTUAL PROPERTY

The Website and its Content constitute a work protected by the intellectual property laws in force, of which the Company is the author.

The general structure, texts, icons, images (animated or not) and all other elements making up the Website are protected by French and international legislation on copyright and intellectual property.

All reproduction rights are reserved, including for downloadable documents and iconographic and photographic representations.

"TUTORECA", "TUTORESTO" and "TUTOTEL" are registered trademarks. Any use of these trademarks without the prior written authorization of the Company is prohibited. Any use whatsoever of the Website's brand names and logos, including but not limited to the brand names and trade names owned by the Company and/or its partners, is prohibited without the authorization of the holders of the rights.

All elements of the Website (drawings, models, illustrations, images, texts, logos, trademarks, etc.) are the exclusive property of the Company.

The Company holds exclusive intellectual property rights to all texts, commentaries, works, illustrations, photographs, computer graphics, images, soundtracks, videos, sounds, plans, names, logos, texts, trademarks, creations and various protectable works reproduced on the Website.

The User is prohibited from copying, reproducing, distributing, transmitting, selling, publishing, exploiting in any other way or distributing in any other format, electronically or otherwise, all or part of the Content or Information on the Website. Consequently, any use other than that resulting from the exact implementation of the Subscription constitutes an infringement and is punishable under intellectual property law, except with the prior authorization of the Company.

Total or partial reproduction of the Website Content is strictly prohibited.

The User therefore undertakes to:

- Not to download and / or record protected Content.
- To download Content available for personal use only.
- Not to alter, modify, move, remove, or replace the Information and/or Content.

Violation of the Company's intellectual property rights constitutes an infringement punishable in France under the Intellectual Property Code by three years' imprisonment and a €300,000 fine.

Article 6 - PERSONAL DATA

The Company, publisher of the Website and mobile applications, respects the privacy of its Users. The information requested at the time of ordering and payment is necessary and obligatory. In particular, the e-mail address may be used by the Website for the administration, management and animation of the service.

In this respect, it undertakes to ensure that all information it gathers, in particular concerning the User's use of the e-commerce service in order to purchase or obtain a Website Service, enabling the User to be identified, will be considered as confidential information.

In this respect, the Company complies with the French Data Protection Act no. 78-17 of January 6, 1978, as amended, as well as the French Act on Confidence in the Digital Economy no. 2004-575 of June 21, 2004 (article L. 33-4-1 of the French Post and Telecommunications Code and article L. 121-20-5 of the French Consumer Code).

The Company uses the personal information it collects from its Users to provide the services it offers. In accordance with the provisions of the French Data Protection Act of January 6, 1978, the processing of personal data by the Company has been declared to the CNIL.

Pursuant to the provisions of Articles 39 and 40 of the French Data Protection Act, Users may request disclosure of their personal data and demand that any personal data that is inaccurate, incomplete, equivocal, out of date, or whose collection, use, disclosure or retention is prohibited, be rectified, completed, updated, blocked or deleted.

In accordance with the French Data Protection Act no. 78-17 of January 6, 1978, the User has the right to oppose (art. 26 of the Act), access (art. 34 to 38 of the Act) and rectify (art. 36 of the Act) data concerning him or her.

This right can be exercised either by modifying your personal information online, or via:

- A contact form.
- By e-mail to lea@tutoreca.fr.
- By post to the following address: 2564 Allée D'Arday, 40990 Saint Paul Les Dax.

In accordance with Decree No. 2007-451 of March 25, 2007 implementing the French Data Protection Act, requests must be made in writing, signed and accompanied by a photocopy of an identity document bearing the User's signature. The request must specify the address to which the reply should be sent. The Company will have a period of 2 (two) months to reply, following receipt of the request.

When subscribing to the Services, the User is informed that his/her personal data will be transmitted to the Company's management service providers. The User may obtain information on the confidentiality policy directly from the latter.

If the User has given his consent at the time of registration, his personal data may also be transmitted to third-party partners of the Company, who may send him promotional messages.

You acknowledge and agree that the Company may access, retain and disclose submitted data if required to do so by law or if the Company believes in good faith that access, retention or disclosure is reasonably necessary or appropriate for any of the following purposes: (1) to comply with a judicial proceeding or request; (2) to enforce these Terms or other contractual commitments entered into with you, including in connection with an investigation for a potential breach of such commitments; (3) to respond to any claim that the rights of others have been violated; (4) to respond to your requests in connection with customer service; and/or (5) to protect the rights, property or personal safety of the Company, its agents and subsidiaries, its users and/or the public.

This includes the exchange of information with other companies and organizations, in particular for anti-fraud, spam and malware prevention and similar purposes.

Article 7 - WARRANTIES AND LIABILITY

7.1 Company responsibility

The Company makes every reasonable effort to ensure quality access to the Website and/or Services. The Website is accessible 24 hours a day, 7 days a week, except in the event of force majeure or the occurrence of an event beyond the Company's control, and subject to any breakdowns and maintenance operations necessary for the proper operation of the Website.

The User uses the Company's Services at its own risk. The Company cannot guarantee that the Services will not be interrupted. The Company's obligation to provide the Services is limited to an obligation of means.

The Company undertakes to use its best efforts to ensure that access, consultation and use of the Website are secure and in accordance with the rules of Internet usage. Consequently, the Company cannot be held liable in the following cases (including in the event of damage suffered by third parties):

- Temporary interruptions to the Website required for its development, maintenance or, more generally, for updating certain files.
- Operating difficulties or temporary interruption of the Website beyond the Company's control, particularly in the event of interruption of electricity or telecommunications services.
- Internet network failures or malfunctions in the transmission of messages or documents.
- Deletion, impossibility of storage, incorrect or untimely transmission of Content appearing on the Website.

The company reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the Website and/or Services, in order to carry out maintenance, or for any other reason, without such interruption giving rise to any obligation or compensation.

The Company's liability is limited solely to the provision of the Services and may not under any circumstances be incurred as a result of their use by the User.

Limited warranty:

The Company cannot guarantee or affirm:

- That the Website is free from viruses, overwriting programs, Trojan horses or other destructive material.
- That the information contained in the Website is accurate, complete and up-to-date.

The Website and its contents are provided "as is" and "as available". The Company expressly disclaims all warranties of any kind, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, quality or non-infringement. This limitation of liability applies to the fullest extent permitted by law.

The Company is a training support platform, and in no way replaces training provided by an educational establishment, or training leading to a diploma.

Under the terms of the Services, the Company cannot be held responsible for the implementation by Users, or for the consequences, of the training or advice provided, whatever the field covered (hygiene, management, etc.).

7.2 Responsibility of the User

The User declares that he accepts the characteristics and limits of the Internet and acknowledges:

- That he/she is aware of the nature of the Internet, in particular its technical performance and response times for consulting and querying the Website's editorial content.
- That he/she is responsible for communicating any access codes, and in particular his/her login and password, or any other information deemed confidential.
- That it is the user's responsibility to take all necessary measures to ensure that the technical characteristics of his or her computer enable him or her to consult the Website.
- That it is the user's responsibility to take all appropriate measures to protect his/her own data and/or software from contamination by any viruses circulating on the Website.

In the event that the Company is held liable for a breach by a User of his or her obligations under the law or under these T&C, the User undertakes to indemnify the Company against any judgement against him or her, this indemnity covering any damages and interest paid as well as any related costs.

The Services comply with current French legislation. The Company may not be held liable in the event of non-compliance with the legislation of the country where the Services are used. It is the User's responsibility to check with local authorities regarding the possibility of using the Services or importing the Services to which he/she intends to subscribe.

Furthermore, the User remains solely liable for any direct, indirect, material or immaterial damage or injury caused, based on or originating from the use of the Website by himself or by any person authorized by him to use the Website, whether such use is fraudulent or not.

He therefore expressly waives any claim or legal action relating to such damages, on the basis of the contractual liability of the Company in its capacity as publisher of this Website or on any other basis.

All hardware and software required to access and use the Website or Services are the sole responsibility of the User, who is therefore solely liable for the proper functioning of his or her equipment and Internet access.

It is the User's responsibility to take all appropriate measures to protect his/her own data, computer systems and/or software from contamination by viruses. The User is solely responsible for his/her use of the Website and/or Services.

The User is responsible for keeping his/her password secret. Any disclosure of the password, in whatever form, is forbidden; the User assumes all risks associated with the use of his/her login and password. The Website declines all responsibility.

Article 8 - HYPERTEXT LINKS

8.1 The Website may contain hypertext links to other websites over which the Company has no control. Despite the checks carried out before any hypertext link is set up on its Website, the Company declines all responsibility for the content of these sites and any updates that may be made to them.

8.2 The Company authorizes the creation of hypertext links to any page or document on its Website, provided that such links are not created for commercial or advertising purposes. Such links may only be set up on condition that the authors of the link have first informed the Website webmaster. Naturally, this authorization does not apply to websites disseminating information of an illicit, violent, polemical, pornographic or xenophobic nature, or which may offend the sensibilities of a large number of people.

Finally, the Company reserves the right to remove a hyperlink to its Website at any time, if it deems it to be inconsistent with its editorial policy.

Article 9 - PROHIBITED BEHAVIOR(S)

Use of the Services for illegal purposes, or for any other purpose not expressly authorized in these Terms, is strictly prohibited. Without limitation, you may not perform the following operations (hereinafter collectively referred to as "Prohibited Conduct"):

- Use the Services commercially, for comparison purposes, or to compile data for a product or service.
- Copy, download (other than by page caching necessary for personal use, unless these Terms expressly grant you the right to do so), modify, distribute, publish, transmit, display, perform, reproduce, broadcast, mirror, duplicate, republish, upload, license, reverse engineer, exploit to create derivative works or sell any content or other information contained on or obtained through the Services, by any means whatsoever, except as otherwise provided in these Terms or with the prior written consent of the Company.
- Violate restrictions in the Services' robot exclusion files, if any, or circumvent or avoid other measures taken to prevent or limit access to the Services.
- Publish or make available any material that contains software, hardware, instructions, computer code, files, programs and/or other content or functions designed to interrupt, destroy, interfere with or limit the functionality of any software, hardware or telecommunications equipment (including, including, but not limited to, time bombs, viruses, malware, software blocks, worms,

self-destruct and extraction devices, malware, Trojan horses, trap doors, "disabling", "locking", "metering" devices, or any malicious code);

- Publish or do anything that could disable, overburden or impair the proper working of the Services.
- Publish, use or make available any intellectual property of another party, unless you have the right to do so, or remove or alter any copyright, trademark or other proprietary notices contained in the Services.
- Solicit personal or sensitive information from other users, including but not limited to address, credit card or bank account information, or passwords.
- Send spam or other advertisements or solicitations, surveys, content, pyramid schemes; promote commercial entities; or otherwise engage in commercial activity on or through the Services.
- Violate these Terms, our General Terms of Sale, or any guidelines or policies published by the Company.
- Interfere with the use and privileges of any third party in connection with the Services.

Article 10 - FORCE MAJEURE

Force majeure suspends the Company's obligations arising from the use of or subscription to a Service. Neither the Company nor any third party involved in the provision of the Service shall be liable for any failure or delay in the performance of their obligations under the T&C resulting from causes beyond their control, including but not limited to acts of God, acts of civil or military authority, fire, flood, earthquakes, riots, war, acts of sabotage, network failures, electronic file encoding errors, software limitations or inability to obtain telecommunication services or governmental measures, provided, however, that the parties concerned take all reasonable steps to mitigate the effects resulting from such situations.

If they fail to replace such provision in a mutually acceptable and enforceable manner, such provision shall be excluded from these T&C, and the remainder of the terms and conditions shall be construed as if such provision were excluded and shall remain enforceable.

Article 11 - AUTONOMY OF THE T&C CLAUSES

In the event that any provision of these T&C should be deemed unenforceable under applicable law, the User and the Company agree to renegotiate such provision in good faith in order to preserve the economic position from which they benefit as close as possible to that mentioned under the provision rendered unenforceable.

If they fail to replace such provision in a mutually acceptable and enforceable manner, such provision shall be excluded from these T&C, and the remainder of the terms and conditions shall be construed as if such provision were excluded and shall remain enforceable.

Article 12 - MODIFICATIONS TO THE T&C

The Company reserves the right to modify these T&C at any time, in particular in order to comply with any legal, jurisprudential, editorial and/or technical developments. The Company will inform the User of any such changes by e-mail, inviting the User to agree to them. Should the User not accept the new T&C, he/she will no longer be able to use the Services.

Article 13 - APPLICABLE LAW - JURISDICTION

These T&C shall be governed by and construed in accordance with French law. The language of these T&C is French. In the event of a dispute with professionals and/or merchants, the courts of Paris

(France) shall have jurisdiction. In the event of a dispute with a consumer, the French courts shall have jurisdiction.

Under the terms of article L. 141-5 of the French Consumer Code, "*the consumer may choose, in addition to one of the courts with territorial jurisdiction under the Code of Civil Procedure, the court for the place where he or she lived when the contract was concluded or when the harmful event occurred*".