

TERMS AND CONDITIONS OF SALE

Definitions

Client: Co-contractor of the Cooperative Institute for Learning, Research, and Teaching, hereinafter referred to as ICARE.

Contract: Professional training agreement concluded between ICARE and the Client. This agreement may take the form of a formal contract, a purchase order issued by the Client and validated by ICARE, or an invoice issued for the provision of professional training services.

Inter-company training: Catalogue-based training conducted at ICARE premises or at premises provided by any third party and/or remotely.

Intra-company training: Tailored training conducted on behalf of the Client, conducted at the Client's premises, ICARE premises, any third-party premises, and/or remotely.

Purpose and scope

Every Contract implies the Client's unconditional acceptance and full adherence to these General Terms, which prevail over any other document from the Client, including any general terms of purchase. No derogation from these General Terms shall be binding on ICARE unless expressly accepted in writing by ICARE.

1. Contractual documents

The Contract shall specify the title of the training, its nature, duration, number of participants, terms of delivery, training outcomes, as well as its price and any financial contributions from public entities.

Every Contract shall be established in accordance with the legal and regulatory provisions in force, particularly in accordance with articles L6353-1 and L6353-2 of the Labour Code.

2. Postponement / cancellation of training by ICARE

ICARE reserves the right to cancel or postpone scheduled training sessions without compensation, provided that the Client is notified with reasonable notice, which may be stipulated in the training contract..

3. Cancellation of training by the Client

Any ongoing training or course is payable in full, unless otherwise expressly agreed by ICARE. Any cancellation of training initiated by the Client must be communicated in writing under the following conditions:

- For Inter and Intra-company training sessions (excluding Cycles and Paths): The request must be communicated at least fifteen (15) calendar days before the start of the training session. Otherwise, 100% of the training fee shall become immediately payable as a lump sum indemnity.
- For Cycles and Paths: The request must be communicated at least fifteen (15) calendar days before the start of the training session. Otherwise, 50% of the training fee shall become immediately payable as a lump sum indemnity.

4. Participant Replacement

Regardless of the type of training, upon written request before the start of the training, the Client has the option to replace a participant at no additional charge.

5. Digitization of Materials

As part of an environmental commitment, all training documentation is provided in digital format.

6. Refusal to provide training

In the event that a Contract is concluded between the Client and ICARE without payment having been made for the previous training(s), ICARE may, without further reason and without incurring liability, refuse to honor the Contract and deliver the relevant training, without the Client being entitled to any compensation, for any reason whatsoever.

7. Pricing and payment terms

For inter-company training sessions, invoices are issued upon registration. The prices for professional cycles and pathways listed in the catalogue, as well as the prices for customized pathways, include a non-cumulative discount with any special offer, promotion, or other discount. Meals are not included in the training fees and will be invoiced separately.

For intra-company training sessions, a minimum deposit of 30% must be paid by the Client upon conclusion of the Contract. All prices are in euros and inclusive of VAT. Invoices are payable within thirty (30) calendar days from the date of issue, without discount, and made payable to SARL ICARE.

Any amount unpaid by the due date will incur late payment penalties equal to the interest rate applied by the European Central Bank to its most recent refinancing operation (minimum 0%) plus 10 percentage points. These penalties are automatically payable, without prior notice, from the first day of late payment compared to the payment due date.

Additionally, in accordance with current legislative and regulatory provisions, any amount unpaid by the due date will result in the Client being liable for a lump sum indemnity for collection costs in the amount of forty euros including VAT (€40). This indemnity is automatically due, without prior notice, from the first day of late payment and for each unpaid invoice at its due date.

8. Payment by Skills Operator

If the Client wishes for payment to be made through the Skills Operator to which they are affiliated, it is their responsibility:

- To submit a funding request before the start of the training and to ensure its successful completion;
- To explicitly state this on their registration form or purchase order;
- to ensure successful payment by the designated Skills Operator

If the Skills Operator only partially covers the cost of the training, the remaining balance will be invoiced to the Client.

If ICARE has not received confirmation of payment from the Skills Operator by the first day of the training, the Client will be invoiced for the full cost of the training covered by this funding.

In the event of non-payment by the Skills Operator, for any reason whatsoever, the Client will be liable for the full cost of the training and will be invoiced accordingly

9. ICARE's Obligations and Responsibilities

ICARE undertakes to provide the training with due diligence and reasonable care. As an intellectual service provider, ICARE is only bound by an obligation of means.

Consequently, ICARE shall be liable solely for direct damages resulting from a defective performance of its training services, excluding any consequential or indirect damages.

In any event, ICARE's overall liability, in connection with the training, shall be limited to the total price of the trainings.

10. Client's Obligations

The Client agrees to:

- pay the training fees;
- refrain from reproducing any materials or documents copyrighted by ICARE without prior written consent;
- and not use any audio or video recording equipment during the training sessions without prior written consent from ICARE

11. E-Learning

ICARE grants the Client a non-exclusive, non-transferable, and non-sublicensable license to use its distance training content, hereinafter referred to as the "Module".

All Modules will be made available to the Client on an e-learning portal after the Contract has been finalized. Access to the Modules is managed through ICARE's e-learning platforms.

An identifier and password are provided to the Client for each learner based on the information provided by the Client (name, first name, email).

The identifier and password are confidential, personal, non-transferable, and non-transmissible.

The Client is responsible for managing and preserving the identifiers and passwords. Consequently, it is the Client's responsibility to implement all necessary precautions to protect and preserve them. The Client is liable for the consequences of their use.

ICARE shall not be held liable for any fraudulent use of the Client's identifier and password.

The Client undertakes to inform ICARE of any fraudulent use of the identifier and password as soon as they become aware of it.

The Client will have a timeframe communicated by ICARE to use the Module licenses. Once this timeframe has expired, the granted license(s) will immediately cease.

Hosting the Modules on the Client's platforms and/or the creation of customized digital content are subject to specific arrangements to be negotiated between the parties.

12. Confidentiality and Intellectual Property

It is expressly agreed that any information disclosed by ICARE in connection with or during the training shall be considered confidential ("Information") and may not be disclosed to third parties or used for any purpose other than the training without the prior written consent of ICARE. The proprietary rights to all Information disclosed by ICARE, regardless of its nature, medium, or mode of communication, in connection with or during the training, belong exclusively to ICARE. Consequently, the Client undertakes to keep the Information safe and to apply at least the same protective measures as it usually applies to its own information. The Client shall ensure that the learners comply with these confidentiality and preservation provisions.

The disclosure of Information by ICARE shall not be construed in any way as conferring, expressly or implicitly, any rights (under a license or by any other means) to the Information or other rights related to intellectual and industrial property, literary and artistic property (copyright), trademarks, or trade secrets. The payment of the price does not result in the transfer of any intellectual property rights to the Information.

By way of exception, ICARE grants the learner, subject to the rights of third parties, a non-exclusive, non-transferable, and strictly personal license to use the training material provided, regardless of the medium. The learner has the right to make a photocopy of this material for personal study purposes, provided that ICARE's copyright notice or any other intellectual property mention is reproduced on each copy of the training material. The learner and the Client do not have the right, without prior agreement from ICARE :

- to use, copy, modify, create derivative works, and/or distribute the training material except as provided in these General Terms;
- to disassemble, decompile, and/or translate the training material, unless otherwise provided by law and without the possibility of contractual waiver; to sublicense, rent, and/or lend the training material;
- to use the associated material for purposes other than training.

13. Ethics

13.1 The Client warrants that neither it nor any person under its responsibility or acting on its behalf or for its account has granted or will grant any offer, compensation, payment, or benefit of any kind, constituting or potentially constituting, according to the regulations applicable to the Contract and the parties, an act or an attempt of corruption or influence peddling, directly or indirectly, in anticipation or in exchange for the awarding of a benefit (hereinafter referred to as "Acts of Corruption"). The Client will ensure that an investigation is diligently conducted in the event of evidence or suspicion regarding the commission of an Act of Corruption and will be reported to ICARE.

13.2 The Client warrants:

- that it and all persons under its responsibility or acting on its behalf or for its account, are aware of and comply with all laws and regulations on anti-corruption applicable to them.
- that it has implemented rules and procedures to comply with said laws and regulations;
- that it has established appropriate rules and procedures to prevent the commission of Acts of Corruption by itself and by persons under its responsibility or acting on its behalf or for its account;
- that records relating to its activities, including accounting documents, are kept and retained in a manner to ensure their integrity.

Proof of the existence of the aforementioned rules and procedures will be provided to ICARE upon request.

13.3 Any breach of the obligations above shall entitle ICARE to immediately terminate the Contract and/or demand the payment of damages.

14. Personal Data Protection

In the context of conducting training sessions, ICARE may collect personal data. This data may be shared with companies within the ICARE group and possibly with third-party companies (service providers, subcontractors, etc.) for the sole purpose of conducting the training.

Furthermore, individuals have the right to access, rectify, erase, restrict, port, and object to the processing of their personal data. They may also revoke their consent to the processing at any time. Individuals may exercise their rights directly with ICARE or the relevant service provider or subcontractor, who undertakes to respond within the regulatory deadlines and to inform ICARE accordingly, by writing to the following address: services@icaresolutions.fr

In accordance with the essential requirement of personal data security, ICARE undertakes, in the context of its training activities, to take all necessary technical and organizational measures to preserve the security and confidentiality of personal data. This includes preventing them from being altered, damaged, lost, diverted, corrupted, disclosed, transmitted, and/or communicated to unauthorized persons.

Therefore, ICARE undertakes to :

- Only process personal data for the strict purpose of the training sessions;
- Retain personal data for three (3) years or longer to comply with legal obligations, resolve any disputes, and enforce contractual commitments;
- In the event of subcontracting, ICARE ensures that its subcontractors comply with all its commitments regarding security and protection of personal data.
- Finally, in the event that personal data is to be transferred outside the European Union, it is reminded that this cannot be done without the consent of the Client and/or the individual concerned.

15. Communication

The Client expressly authorizes the ICARE Group to mention its name, logo, and to refer to the conclusion of a Contract and any operations resulting from its implementation in all their commercial documents.

16. Applicable Law and Jurisdiction

The Contract and all relationships between ICARE and its Client are governed by French law. Any disputes that cannot be resolved amicably within sixty (60) days from the date of the first presentation of the registered letter with acknowledgment of receipt, which the party raising the dispute must have sent to the other party, shall be under the exclusive jurisdiction of the commercial court of Rennes, regardless of the Client's registered office, notwithstanding plurality of defendants or third-party proceedings.

Done at La RICHARDAIS,

on May 25, 2020

Management