

General Terms of Sales – Ac6-training

The purpose of these general terms of sales (the “GTS”) is to define the conditions under which the Company Ac6, registered RCS of Nanterre under number 449597103, (hereinafter “the Training Organization” or “TO”) consents to the customer, a professional buyer who accepts it, (hereinafter the “Customer”), training from its training catalog (“Inter-Company Training”) and / or training meeting its specific needs (“Intra-Company Training”). Inter-Company and Intra-Company Training, as well as any other type of training, particularly at a distance, are commonly referred to as “Training (s)”.

The Customer and the Training Organization are respectively individually referred to as the “Party” or collectively as the “Parties”.

Receipt of the registration form by the Training Organization and payment of the invoice issued by the Training Organization entails the Customer's full and unreserved acceptance of these GTS.

The Customer acknowledges that acceptance of these GTS has the consequence of excluding the application of its own general purchasing conditions.

Article 1. Offer

All trainings proposed by the Training Organization can be seen on-line on the web site www.ac6-formation.com

1.1 Face-to-face trainings

The Training Organization offers Inter-Company Training and Intra-Company Training.

Intra-Company Trainings can be carried out at the choice and discretion of the Training Organization, at the premises of the Customer, of the Training Organization, and / or in a location outside the Training Organization.

Inter-Company Trainings are standard trainings, called off-the-shelf, from the training catalog of the Training Organization, carried out within the premises of the Training Organization or in a place outside the Training Organization.

1.2 Online Trainings are delivered in “virtual classes”, which are Trainings carried out remotely by a trainer from the Training Organization, at the dates and times indicated in the invitation, through a video-conference system, and by using, where appropriate, computers accessible online and connected, if necessary, to equipment allowing the implementation of the planned practical work.

Article 2. Terms of registration

2.1 The registration request requires, at the Customer's choice (i) the sending of a form completed and signed by the Customer by fax or mail, (ii) an online registration on www.ac6-formation.com, (iii) the sending of an email indicating the registration request and containing the Customer's contact details (title, surname, first name, function, e-mail and postal address, company name if applicable), as well as the dates and the title of the training session, (iv) sending an order by email or post including the same information.

2.2 For each Open Course Training provided by the Training Organization, a minimum and maximum number of participants is admitted; registrations for a given session cease to be retained when the maximum number is reached.

2.3 An acknowledgment is sent to the Customer within 48 hours of receipt of the registration. This acknowledgment does not constitute confirmation that the Training will effectively happen; only the convocation, sent in the week preceding the Training, confirms the holding of the said Training.

Article 3. Training Methods

3.1 The Training Organization is free to use the pedagogical methods and tools of its choice; it is reminded that the form and content of the educational tools are determined by the Training Organization.

3.2 The overall duration of a Training is likely to vary from one Training to another. Therefore, the Customer undertakes to obtain information, prior to any registration, on the site of the Training Organization, www.ac6-formation.com as well as via any documentation made available to it.

3.3 One (1) day of Face-to-face Training, whether Intra-Company or Inter-Company, corresponds to seven (7) hours of face-to-face lessons; One (1) distance training session corresponds to six (6) hours of training in communication with the trainer; practical activities can be requested from the trainee between two training sessions.

3.4 Participants in face-to-face Training held on the premises of the Training Organization are required to comply with the rules of procedure posted on the premises of the Training Organization.

3.5 The Training Organization cannot be held responsible for any error and/or omission noted in the documentation written by the speakers and given to the Customer during the Training.

The Customer acknowledges and accepts that this documentation does not in any way commit the Training Organization on its completeness, and that it is not required to ensure any update of the said documentation after the Training.

3.6 The Training Organization will send the Customer all the documents relating to the Training, including and in particular, the certificate mentioning the objectives, nature and duration of the Training, as well as the related invoices and the evaluation forms for the training, by e-mail or by post, previously informed by the Customer.

3.7 The Training Organization provides, for three months after the training, technical support on the subjects covered by the training. This support is provided by e-mail, followed if necessary by telephone or videoconference conversations.

Article 4. Financial arrangements and payment by third-party organizations

4.1 Financial arrangements

4.1.1 Training prices are indicated in euros excluding taxes, to which the current VAT rate is applied if appropriate. The current prices of the Trainings appear in the catalog of the Training Organization.

4.1.2 The price of Remote Trainings does not include the cost of the Internet connection, which remains the responsibility of the Customer.

4.1.3 The Customer acknowledges and accepts that for any Online Training, once the access codes have been communicated to him, he cannot withdraw, and the price of the Training is entirely due to the Training Organization. The Customer acknowledges and accepts that, for any face-to-face Training, once it has started, he cannot withdraw, and the price of the Training is entirely due to the Training Organization.

4.1.4 Unless there is a specific framework agreement expressly agreed between the Training Organization and the Customer, for any registration for an Inter-Company Training on the premises of the Training Organization, lunch, access to the educational space in online, the modules offered there and the documentation provided are an integral part of the Training.

4.1.5 Invoices are payable 30 days from issuance of the invoice - or, where applicable, in accordance with the schedule agreed between the Parties - by bank transfer or credit card via the website www.ac6-formation.com.

4.1.6 In the event of late payment, penalties equal to three (3) times the legal interest rate in force on the date of the order, as well as a lump sum indemnity for recovery costs in the amount of forty (40) Euros will be payable automatically without a reminder being necessary.

4.1.7 In the event of late payment, the Training Organization reserves the right to refuse any new order and to suspend the performance of its own obligations until the account is cleared, without incurring its liability or that the Customer can claim to benefit from a credit note or a possible refund. The limitation period for the recovery of any sum due to the Training Organization runs from the date of issue of the invoice concerned.

4.2 Financing through third-party organizations

4.2.1 In the event of total and/or partial support of a Training by a competency operator (hereinafter "OPCO") or any other third-party organization, it is up to the Customer or, where applicable, to the person beneficiary of the Training (i) to undertake a request for support before the start of the Training and to ensure the successful completion of this request; (ii) to explicitly indicate this on their paper or online registration form; (iii) to ensure the successful completion of payment by the organization he has designated.

In the event of subrogation of payment by a third-party organization and/or an OPCO, the Training Organization will send the invoice to the organizations concerned.

In the event of partial coverage by the OPCO or any other third-party organization, the remainder will be invoiced directly to the Customer.

4.2.2 In the event that (i) the OPCO/the third-party organization does not confirm the financial support for the Training and/or (ii) the Training Organization has not received the financial support of the said organizations on the first day of the Training, the cost of the Training will be borne by the Customer, who will be liable for the full price of the Training

4.2.3 For certain Trainings previously determined by the Training Organization, the latter reserves the right to request a deposit.

Article 5. Cancellation, postponement

5.1 - At the Customer's initiative

5.1.1 The Customer acknowledges and accepts that, to be taken into account, any postponement or cancellation request must be notified in writing (e-mail or LRAR) to the Training Organization.

5.1.2 The following notices will begin to run from the date of notification sent by the Customer:

(i) Any cancellation of a Training less than ten (10) working days before the date scheduled for the session results in the invoicing of this session up to 50%;

(ii) Any cancellation of a Training less than five (5) working days before the date scheduled for the session results in the invoicing of the latter up to 100%.

5.2 - At the Training Organization's initiative

5.2.1 In the event of the absence of the trainer involved, or unavailability for reasons beyond his control, the Training Organization will make its best efforts to ensure the continuity of the Training as soon as possible, by replacing the absent trainer with another trainer with equivalent technical skills and qualifications.

In the event that the Training Organization is unable to ensure the continuation of the Training, it will make its best efforts to postpone the said Training as soon as possible.

5.2.2 In the event of force majeure, as referred to in article 1218 of the Civil Code, the Training Organization may be forced to cancel and/or postpone a Training without its liability being incurred. Are also considered as having, without limitation, the nature of force majeure, strikes by transport networks (for example the SNCF network, the RATP network, airline company, etc.), the strike by the staff of the Training Organization, the absence of the intervening trainer or his unavailability for health reasons.

5.2.3 The Training Organization reserves the right, in particular in the event of insufficient participants, and without its liability being engaged, to delete, cancel and/or postpone a Training session, up to ten (10) calendar days before the date of Training without liability being incurred. In this case, the Training Organization will only refund the registration fees already paid by the Customer to the exclusion of any other cost.

5.2.4 The Training Organization reserves the right, without liability being incurred, to cancel and/or postpone a Training session within a period of less than ten (10) calendar days. The Training Organization will then, at the Customer's choice, (i) issue a credit note to the Customer valid for any type of Training in the training catalog of the Training Organization, or (ii) proceed to the full refund of the amount paid by the Customer, to the exclusion of any other cost.

Article 6. Intellectual Property

6.1 The Training Organization may be required to provide the Customer with documentation on paper and/or digital media, retracing the essentials of the Training followed. This documentation can be sent to him by e-mail to the address indicated by the Customer and/or during the Training and/or on a dedicated online space.

6.2 This documentation may not, in any way whatsoever, be the object, even partially, of reproduction, representation, loan, exchange or transfer, of total or partial extraction of data and/or transfer to another medium, modification, adaptation, arrangement or transformation without the prior and express agreement of the Training Organization.

Only a personal right of use, excluding any transfer of ownership rights of any kind whatsoever, is granted to the Customer. In this regard, the Customer is prohibited from exploiting, in particular for commercial purposes, directly and/or indirectly, the documentation made available to him

Article 7. Information, complaints

Any clarification relating to these general conditions of sale, request for information and/or complaint must be made by mail to the Ac6, 21 rue Pierre Curie, 92400 COURBEVOIE, which will endeavor to answer any question as soon as possible.

Article 8. Liability

8.1 The Training Organization affirms that the Inter-Company Training offered in its Training catalog complies with the description given.

As part of Intra-company Training, the Training Organization undertakes to make its best efforts to offer a training program as close as possible to the specific needs expressed by the Customer.

It will be up to the Customer to prove any possible non-compliance.

8.2 The Customer, as a professional, is solely responsible for the choice of the Training provided by the Training Organization after consulting the training program provided and its prerequisites.

8.3 The liability of the Training Organization can only be engaged in the event of proven fault or negligence, and is limited to the direct damage suffered by the Customer, to the exclusion of any indirect damage, of any nature whatsoever, such as in particular any loss of chance, of customers, of result, of exploitation, commercial damage or loss of data and/or files.

In any case, in the event that the responsibility of the Training Organization is retained, the total amount of any sum charged to the Training Organization may not exceed the total amount of the price paid by the Customer for of the Training concerned.

Article 9. Personal data

9.1 The Ac6 company, to which the Training Organization belongs, takes respect for the privacy and the protection of the personal data of its Customers very seriously and undertakes to implement the appropriate measures to ensure the protection of the personal data (hereinafter the “Data”) and to process and use such data in compliance with the applicable provisions and in particular European Regulation 2016/679 of April 27, 2016 and Law No. 78-17 amended of January 6, 1978, known as the “Data Protection Act” (hereinafter the “Applicable Provisions”).

9.2 The Data is subject to computer processing by Ac6, acting as data controller, the purpose of which is provided for in the Privacy and personal data processing policy, available on our website (here after the “Privacy Policy”).

The Data is kept for the time strictly necessary for the fulfillment of the purposes mentioned in the Privacy Policy.

For the strict purposes of managing commercial relations, this data may be communicated to our partners, as well as to companies linked to Ac6, in accordance with the Privacy Policy.

Any person has the rights of access, rectification, erasure, portability of its Data as well as limitation and opposition to the processing and organization of the fate of their Data after their death. These rights may be exercised in accordance with the terms provided in the Privacy Policy.

In the event of exercise of the right of opposition, all communication with the Customer (excluding the management of his account) will cease.

For complete information on Data processing, please refer to our Privacy Policy.

9.3 If the Customer transmits and/or integrates Data necessary for the provision of Training, the Customer will have the status of Data Controller.

In its capacity as subcontractor, the Training Organization undertakes to process the Data in accordance with the documented instructions of the Customer and only for the sole purpose of providing the Training. If the Training Organization considers that an instruction constitutes a violation of the Applicable Provisions, it immediately informs the Customer. By way of exception, if the Training Organization may be required to process Customer Data under the Applicable Provisions, then the Training Organization will inform the Customer of this legal obligation before processing, unless the law concerned prohibits such information.

The Training Organization guarantees the confidentiality of the Data processed as part of the Training. The Training Organization undertakes to ensure that the persons authorized to process the Data receive the necessary training in the protection of personal data and undertake to respect confidentiality or are subject to an appropriate legal obligation to confidentiality. The Training Organization undertakes to take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default.

The Training Organization undertakes to put in place the appropriate technical and organizational measures to protect the integrity and confidentiality of the stored Data. The Training Organization undertakes to present sufficient guarantees to ensure the implementation of security and confidentiality measures with regard to the nature of the Data and the risks presented by the processing.

The Training Organization informs the Customer that the Data is hosted within the European Economic Area. In the event of subcontracting, the Training Organization undertakes to sign a written contract with the subcontractor requiring the latter to comply with the Applicable Provisions and all the obligations referred to in this article, it being specified that in the event of non-compliance by a subcontractor with its obligations regarding the protection of personal data, the Training Organization will remain fully liable to the Customer.

Any person whose Data has been collected by the Customer benefits from the rights of access, rectification, erasure, portability of the Data as well as limitation and opposition to the processing and organization of the fate of their Data after their death by contacting the Customer directly. The Customer warrants to the Training Organization that it has carried out all the obligations incumbent on it under the terms of the Applicable Provisions and that it has informed persons of the use made of the Data. As such, the Customer guarantees the Training Organization against any appeal, complaint or claim from a person whose Data would be processed. In addition, the Customer undertakes to document in writing any instruction concerning the processing of data by the Training Organization, to ensure, before and throughout the duration of the Training, compliance by the

Training Organization with the obligations provided for by the Applicable Provisions, and supervising processing, including carrying out audits and inspections of the Training Organization.

The Data is kept only for the time necessary for the purpose pursued. The Training Organization undertakes, at the Customer's option, to destroy or return the Data at the end of the Training, and to justify in writing to the Customer that it will not keep any copies.

Article 10. General provisions

10.1 The GTS are available online and can be modified at any time at the discretion of the Training Organization without any other formality than putting them online, only the latest version will be applicable.

10.2 If any clause of these GTS were declared void, it would be deemed unwritten but would not result in the nullity of the Training or the other clauses of these GTS.

10.3 The Customer undertakes to consider as strictly confidential and refrains from disclosing any information, document, data or concept, of which he may become aware within the framework of the Training

10.4 The Training Organization is authorized to partially or totally subcontract the performance of the services covered by these GTS. All of the Customer's obligations arising under these GTS apply only to the Training Organization, which remains liable to the Customer.

10.5 The fact of not claiming the application of one of the provisions of the GTS or of acquiescing in its non-execution, permanently or temporarily, cannot be interpreted as a waiver of this right.

10.6 The Training Organization is authorized to use the corporate name, trade name and/or trademarks of the Customer, and, where applicable, of the group to which it belongs, as a commercial reference on any medium or on any occasion for marketing purposes. and/or advertising without prior authorization from the Customer.

10.7 The Parties exercise and will exercise their activities independently within the framework of the execution of the present GTS, which cannot in particular be interpreted as creating between them a relationship of subordination or a de facto partnership.

10.8 The Customer waives the benefit of Articles 1221, 1222 and 1223 of the Civil Code.

10.9 The Customer may not bring any action, whatever the nature or the basis, more than one year after the occurrence of its generating event.

10.10 These GTS are governed by French law. Any dispute relating to its execution or interpretation will fall under the exclusive jurisdiction of the Commercial Court of Nanterre, even in the event of summary proceedings, warranty claims or multiple defendants.