

Special terms and conditions of sale for Cetim Academy® training courses

(V. 01/06/2024)

These special terms and conditions supplement Cetim's special terms and conditions of sale and performance of services that the customer acknowledges having read. They apply to all intercompany or in-company training courses organised by all Cetim Group entities.

Courses provided by Cetim, which is registered as a training organisation under number 22.60 00001.60, may fall within the scope of continuing professional education, in accordance with Act No. 71-575 of 16 July 1971.

When the order is placed, the customer is informed that the training courses may be provided by subcontracting partners, which the customer accepts.

Intercompany training

Before the training session

Enrolment for a training course shall be regarded as a firm order; this shall give rise to the preparation of a continuing professional education agreement sent to the signatory of the application form. One copy must be returned to Cetim, signed and stamped by the company.

If all or part of the cost is covered by a training fund management organisation, the customer shall be responsible for requesting this coverage prior to enrolling for the course. The details of the corresponding organisation must be explicitly stated on the application form. If Cetim has not received the agreement to cover the costs before the end of the course, the customer shall pay Cetim the full cost of the course.

The customer will first receive confirmation of enrolment for its employee(s). This letter will include a list of selected hotels close to the training venue. The customer will then receive an invitation confirming the course timetable, location and programme at least ten working days before the starting date of the session.

Trainees living outside France and self-employed trainees must pay the full course fee before the start of the course.

If the trainee has a disability, please contact our disability officer to discuss the feasibility of the project (referent.handicap@cetim.fr).

Cancellation by the company or the trainee

If the company changes its mind or if a participant is not available on the scheduled dates, the customer shall inform Cetim in writing (letter or email) at least ten working days before the start of the course.

The customer may, before the start of the course, replace the trainee who is unable to attend by another person with the same profile and the same training needs by giving Cetim prior written notice (letter or email).

In the event of cancellation less than ten working days before the start of the training course, 40% of the cost of the training course will be required as a flat rate compensation, including when financing is initially provided by a training fund management organisation. This sum shall not be treated as an expense deductible from the employer's contribution to professional education.

The full amount of the course will be invoiced as compensation for any cancellation made on the day the course starts, any unsubstantiated absence or any course that has already started.

Interruption of the course

In the event of early termination of the course by Cetim or if the trainee withdraws from the course for a reason other than a duly acknowledged force majeure event, this agreement shall be terminated under the following financial conditions:

- early termination by Cetim: Cetim will reimburse the trainee the full amount already paid;
- withdrawal by the trainee: the full amount of the training fees shall be payable.

The professional education agreement shall be terminated if the trainee is prevented from attending the training course as a result of a duly acknowledged force majeure event. In this case, only the services actually provided shall be due, prorated to their contractual value.

Cancellation by Cetim

Cetim reserves the right to postpone a session in order to maintain a balance within a group, to move a training location or to cancel the session for organisational reasons. The customer will be given ten working days' notice before the start of the session.

Guaranteed sessions

Guaranteed sessions will be carried out regardless of the number of enrolled trainees. However, Cetim reserves the right to cancel the session if no trainees enrol 4 weeks before the start date of the session.

After the training session

The attendance certificate and invoice will be sent to the customer after the training course has been completed. If the customer has used the services of a training fund management organisation, these documents will also be sent to said organisation.

Payment of the course fee must be made on receipt of the overall invoice issued at the end of the training course. In

the event of payment by a training fund management organisation, it is the customer's responsibility to ensure that said organisation makes the payment.

Price

The price of each course includes tuition fees and documentation given to trainees.

All prices are quoted exclusive of tax, plus the current rate of VAT.

Accommodation is the responsibility of the company or the trainee.

Lunch (when the course continues in the afternoon) and breaks are provided.

Enrolment by private individual

If a private individual enrolls in a course, a professional education agreement shall be drawn up in accordance with Article L6353-3 of the French Labour Code. A copy of this agreement must be signed and returned to Cetim.

Withdrawal

From the date of signing the agreement, private individuals shall have a period of **10 (ten) working days** to withdraw. They shall inform Cetim thereof by registered letter with acknowledgment of receipt or by hand-delivered letter against receipt. In this case, no amount shall be payable.

Any course that is started before the withdrawal period shall be due in full, with the trainee formally waiving the right to withdraw.

Terms of payment

Following the contractual withdrawal period, an initial payment of no more than 30% of the price payable will be required. The remaining balance payable by the individual shall be paid in instalments in accordance with the timetable set out in the agreement.

In-company training

Before the training session

Cetim will prepare a technical and financial proposal in respect of any in-company training session. Once the proposal has been signed and stamped by the company, it shall be considered a firm order. A continuing professional education agreement will be drawn up and sent to the signatory of the proposal. One copy must be returned to Cetim, signed and stamped by the company.

If all or part of the cost is covered by a training fund management organisation, the customer shall be responsible requesting this coverage prior to enrolling for the course. The details of the corresponding organisation must be explicitly stated on the application form. If Cetim has not received the agreement to cover the costs before the end of the course, the customer shall pay Cetim the full cost of the course.

If the trainee **has a disability**, it is the company's responsibility to contact Cetim's disability officer (referent.handicap@cetim.fr) to assess together the feasibility of the project and any potential adjustments that can be made.

Cancellation by the company

If the company decides not to take the course, it shall inform Cetim thereof in writing (by letter or email) at least ten working days before the start of the course.

In the event of cancellation less than ten working days before the start of the training course, 40% of the cost of the training course will be required as a flat rate compensation, including when financing is initially provided by a training fund management organisation. This sum shall not be treated as an expense deductible from the employer's contribution to professional education.

Any cancellation made on the same day as the start of the course with result in the full amount of the course being invoiced as compensation.

After the training session

The attendance certificate and invoice will be sent to the customer after the training course has been completed. If the customer has used the services of a training fund management organisation, these documents will also be sent to said organisation.

Payment of the course fee must be made on receipt of the overall invoice issued at the end of the training course. In the event of payment by a training fund management organisation, it is the customer's responsibility to ensure that said organisation makes the payment.

E-learning

E-Learning refers to any training action based on the remote use of Cetim's LMS platform (Learning Management System).

Enrolment procedures and contractual documents

As soon as the application form is received, Cetim will give the customer confirmation it has been taken into consideration. Cetim will also send the customer the relevant credentials (login and password) as well as the invoicing documents.

Service

The trainee will have access to the selected training module(s) for a period of four months from receipt of the confirmation email containing the credentials, after which the trainee's session will be deactivated. The user has the option of undergoing an assessment at the end of the session and of obtaining a report certifying the traceability of the training course attended.

Cetim reserves the right to modify or change the contents presented in the catalogue without prior notice. The selection and purchase of a training service are the sole responsibility of the customer. The fact that the purchased product cannot be used for any reason whatsoever, in particular due to incompatibility with the customer's equipment, may under no circumstances give rise to compensation or cancellation of the purchase from Cetim.

Technical support

In the event of difficulties, a direct line is at your service from 8:30 a.m. to 6:00 p.m. (3:30 p.m. on Fridays) on working days: Question and Answer service - +33 (0)970 821 680 - sqr@cetim.fr.

Cetim undertakes to use its best endeavours to ensure access to the platform 24/7 for the duration of the access rights, except in the event of a breakdown or technical constraints associated with the specific characteristics of the Internet network or any force majeure event.

The customer undertakes to inform Cetim within 24 hours of discovering a technical malfunction and Cetim will do its best to resolve said malfunction. If Cetim has to interrupt the service in order to carry out corrective or upgrading maintenance on the platform, Cetim will strive to limit the interruption time and will give the customer prior warning. In any case, Cetim will extend access to the module(s) for a period corresponding to the duration of unavailability. The customer undertakes not to claim any compensation or damages from Cetim.

The customer shall notify Cetim in writing within 8 working days of being granted access thereto, in the event of a discrepancy between the module(s) delivered and the customer's order, or in the event of operating anomalies (blocking, inaccessible features) preventing normal use of all or part of the module(s). The customer must provide any evidence supporting the existence of the noted anomalies or nonconformities. Cetim will do everything necessary to take action and restore the service as quickly as possible.

Intellectual property rights

The trainee formally undertakes, and the employer shall ensure that this is done, to only use the training materials and, in the case of e-learning, the platform and/or the training modules for his or her personal use. The trainee shall uphold and undertakes to enforce compliance with the copyrights recognised by the French Intellectual Property Code, and may under no circumstances reproduce or distribute the training materials to anyone else, by any technical means whatsoever, whether free of charge or against consideration.

The right to use the module(s) is granted solely to the user named on the purchase order.

The login and password delivered electronically to the user are considered strictly personal and confidential information, placed under the exclusive responsibility of the customer. As such, they may not be transferred, sold or shared. The customer warrants Cetim that all users shall comply with this clause and shall be liable for any fraudulent or abusive use of the access codes. The customer shall promptly inform Cetim of any loss or theft of the access codes. If it is established that this clause governing the non-transferability or sharing of access keys has been breached, Cetim reserves the right to suspend the service without compensation, prior notice or prior information.

Quality

Cetim is a **Qualiopi** and ISO 9001:2015 certified professional education organisation. For any queries or to report a quality-related anomaly, the customer may contact Cetim's quality department directly at the following email address: qualite@cetim.fr.

Protection of trainee's personal data

Cetim complies with regulations on the protection of personal data. Customers are encouraged to visit Cetim's dedicated page at <https://www.cetim.fr/vie-privee/>. Customers can then consult Cetim's privacy policy and exercise their rights by consulting the various sections.

When planning a training course, Cetim collects personal data which is used strictly for the purposes of enrolment, the provision and follow up of the training course. Personal data will be destroyed after a retention period of 10 years. If additional, more sensitive data is collected, such as diet, disability, etc., this data will not be recorded in the databases and will be destroyed at the end of the training course.

Pursuant to the personal data protection regulation, the trainee has a right of access to and rectification of personal data, a right to object to and to restrict processing of data as well as a right to object and a right to data portability, as applicable. These rights can be exercised by contacting Cetim – Délégué à la Protection des Données (Data Protection Officer), 52 avenue Félix Louat, CS 80067, 60304 SENLIS Cedex (FRANCE) or by email to dpo@cetim.fr.