

# TRAINING GENERAL TERMS AND CONDITIONS

Version dated 1<sup>st</sup> August 2020

## 1 DEFINITIONS

**Inter-company training:** Listed training program delivered on our premises or on premises provided by Serious Factory.

**Intra-company training:** Tailored training program delivered on behalf of a Client on our premises, the Client's premises or on premises provided by the Client or Serious Factory.

**e-Learning program:** Remote, open-access training program using training modules.

## 2 PURPOSE AND SCOPE

By placing an order for training, the Client unreservedly accepts and fully agrees to these general terms and conditions, which supersede all other documents issued by the Client, including, but not limited to, general terms and conditions of purchase.

## 3 CONTRACTUAL DOCUMENTS

Serious Factory shall send the Client two copies of the continuous professional development training agreement, drawn up in accordance with Articles L.6353-1 and L.6353-2 of the French Labour Code. The Client agrees to return a signed copy bearing its company stamp to Serious Factory at the earliest opportunity.

A certificate of attendance shall be sent to the Client on request.

## 4 INTER-COMPANY TRAINING

### Financial terms and conditions

Acceptance by Serious Factory is subject to payment of the invoice in full. Serious Factory thus explicitly reserves the right to freely allocate places booked by the Client, should payment of registration fees not be received under the conditions below.

Invoices shall be issued at registration.

### Attendee substitutions

Serious Factory offers the Client the option to substitute attendees at no additional charge up to commencement of the training session in question.

All substitution requests must be submitted in writing.

### Commencement of a training session

Serious Factory reserves the right to postpone a training session, without compensation, up to one week before the scheduled date, within reason.

### Conditions of cancellation and postponement

All cancellations by the Client must be submitted in writing.

Course cancellations made less than 10 full working days prior to commencement shall remain payable immediately as a fixed penalty.

However, in both cases, where Serious Factory schedules a training session in the same subject area within six months, the Client may postpone attendance subject to available places and the penalty will be reallocated to cover the cost of the next session.

## 5 INTRA-COMPANY TRAINING

### Financial terms and conditions

Serious Factory shall draw up a commercial and financial proposal in advance. A 30% deposit shall be payable at the time of order.

The remainder shall be payable upon receipt of invoices issued on an ongoing basis as the course progresses.

In the event of non-payment in full of an invoice falling due, after formal notice remains without effect within five working days, Serious Factory reserves the right to suspend all ongoing and upcoming training sessions.

### Attendee substitutions

Serious Factory offers the Client the option to substitute attendees at no additional charge up to commencement of the training session in question.

All substitution requests must be submitted in writing.

### Conditions of cancellation and postponement

All cancellations by the Client must be submitted in writing.

For course cancellations made less than 10 full working days prior to commencement, 30% of the course cost shall remain payable immediately as a fixed penalty.

However, the Client may postpone the course for up to six months and the penalty will be reallocated to cover the cost of the next session, arranged by mutual agreement between Serious Factory and the Client.

## 6 E-LEARNING COURSES

Serious Factory grants the Client a non-exclusive, unassignable and non-transferable user licence for Modules included in the order. Invoices shall be issued at the time of order.

### Delivery of Modules

All Modules included in an order will be made available to the Client in an e-Learning portal after acceptance of the order.

### Access to Modules

Module access is managed through the Serious Factory e-Learning platform.

A username and password will be sent to the Client for each participant based on the information provided by the Client (full name, email address, etc.).

Usernames and passwords are confidential, private and non-transferrable and must not be shared.

### Responsibility

The Client is responsible for managing and maintaining usernames and passwords. The Client is therefore responsible for implementing all necessary precautions for their protection and maintenance. The Client is responsible for the consequences of their use.

Serious Factory accepts no responsibility for fraudulent use of Client usernames and/or passwords.

The Client agrees to notify Serious Factory of any fraudulent use of usernames and/or passwords as soon as it becomes aware of it.

### Duration of access to Modules

The order shall take effect once Serious Factory has been notified of acceptance of the order by the Client.

The Client has the period specified in the order or, where none is present, a period of three months from delivery of the Modules in which to use the user licences for the Modules. After the period specified in the order or the three-month period from delivery of the Modules or in the event that all licences are used, the user licence(s) granted to the Client shall end immediately and the Client will be required to place a new order.

### Related services

The purchase of Serious Factory e-learning licences via the Serious Factory platform includes the following services:

- Online space reserved exclusively for the Client.
- Participant registration.
- Technical assistance for Learners by email.
- Training session data hosting by Serious Factory.

- Corrective maintenance and updates.
- Reporting.

## 7 PRICES AND PAYMENT

All prices are in euro, exclusive of tax, and subject to VAT at the applicable rate. All training sessions that have commenced are payable in full.

Invoices shall be paid in euro, within 30 days of invoice, without discount and made payable to Serious Factory SAS.

All unpaid amounts on the due date shall result in payment by the Client of late penalties at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

Such penalties are payable as of right, upon receipt of the relevant debit notice by the Client.

In addition to penalties applicable to late payment, the Client shall be liable for a fixed penalty of €40 to cover the cost of recovery in accordance with Article L.441-6 and D. 441-5 of the French Commercial Code.

However, Serious Factory reserves the right to claim additional compensation, where it can prove that the costs actually incurred exceed this amount.

## 8 PAYMENT BY TRAINING FUND COLLECTION BODIES (OPCAs)

Where the Client opts for a Training Fund Collection Body to pay course costs, the Client is responsible for:

- submitting a request to cover the cost before the training course begins and ensuring that this request has been processed;
- explicitly stating this payment arrangement on its registration form or order form;
- ensuring that payment has been made by the nominated body.

Where the OPCA only partially covers the cost of training, the Client shall be charged the outstanding amount.

If Serious Factory does not receive payment from the OPCA by the first day of the training course, the Client will be charged the full course cost.

Should the OPCA not make payment on whatsoever grounds, the Client will be liable for the full cost of the course and charged the corresponding amount.

## 9 ORDER REJECTION

Where a Client places an order with Serious Factory without having paid for earlier order(s), Serious Factory may refuse to honour the order and provide the training program(s) in

question; in such cases, the Client shall not be entitled to compensation on any grounds whatsoever.

## 10 DATA PROTECTION

Personal information shared by the Client with Serious Factory in accordance with and in fulfilment of orders and/or sales may be shared with Serious Factory's contractual partners in order to fulfil such orders.

In accordance with Law 78-17 of 6 January 1978 on Information Technology, Data Files and Liberties (French Data Protection Act), amended by the Law of 6 August 2004, the Client has the right to access, amend, correct and object to its personal data. This right may be exercised by making a request by email or by post to Serious Factory.

## 11 COMMUNICATION

The Client expressly authorises Serious Factory and its subsidiaries to use its name and logo and to make reference to orders and any transaction arising therefrom in their marketing material.

## 12 WAIVER

By not invoking any clause herein at any point in time, Serious Factory shall not be understood as having waived any subsequent invocation of the clause(s) in question.

## 13 APPLICABLE LAW

The General Terms and Conditions and all relationships between Serious Factory and its Clients are subject to French law.

## 14 JURISDICTION

All disputes that cannot be resolved amicably shall fall under the exclusive jurisdiction of the Paris Commercial Court (Tribunal de Commerce de Paris), irrespective of the Client's head office or home address, including proceedings involving the introduction of third parties or multiple defendants.

This clause shall not apply to disputes with non-business Clients to whom legal provisions for territorial and subject-matter jurisdiction apply. This clause is included for the benefit of Serious Factory, which reserves the right to waive it at its discretion.

## 15 ADDRESS FOR SERVICE

The address for service chosen by Serious Factory is its head office at 4 Rue Gustave Flourens, 92150 Suresnes, France.