

## **GENERAL TERMS AND CONDITIONS OF SALES**

### **Preamble**

These General Terms and Conditions of Sales are applicable to any order for language training placed directly or indirectly by a Client company or individual, with 1to1 Consulting SAS acting under the trade name of 1to1PROGRESS or any other brand, both in France and abroad. Any order implies the acceptance without reservation of these General Terms and Conditions of Sales by the Client.

These General Terms and Conditions of Sales prevail over any other general conditions, in particular those of a reseller or the general conditions of purchase of the Client.

### **Article 1 - Purpose and definitions**

1to1PROGRESS provides individual and group language training by telephone, Visio conference, e-learning and face-to-face. Throughout the document, "The Client" refers to the company or individual placing a language training order with 1to1PROGRESS or one of its reseller partners.

"The Learner" is considered to be the actual person to whom the ordered training is delivered. A 30-minute course by telephone and/or Visio conference call is referred to as a "course credit".

Is named "Financing Organisation" or "OPCA" any financing body ensuring the payment of the language training service provided, in place of the Client himself (OPCA, Pôle Emploi, etc.).

### **Article 2 - Rates**

The basic rate applied includes the evaluations carried out by our trainers at the beginning and at end of the training period, the individualised training programme, all the courses delivered by telephone and Visio conference, the cost of telephone communications to fixed telephones in mainland France, all the educational materials made available, access to the Learner Space for the Learner, as well as access to the Manager Space for the Client. In the event of face-to-face language training, the basic fee includes the lessons delivered in person and the teacher's travel expenses to the course location.

Some services, such as the possibility of taking courses on mobile phones, taking courses from a telephone number outside mainland France, passing a certification at the end of the training period, financial support by a Financing Organisation or access to some of our interactive online resources, such as e-Learning or the My Media section, are options that may entail an additional cost.

### **Article 3 – Training set up scheme, terms for postponement and cancellation**

#### **Training scheme set up**

The Client's order is formalised by a training agreement or contract, which is addressed to him by 1to1PROGRESS, or following an order placed online or via a reseller partner.

The training agreement comprises mainly of the following information: Client identification, designation of the training (device, type, language, number of hours, start and end date, certification), price excluding taxes and all taxes included, invoicing method (upon order or based on credit consumption, directly to the company or subrogation to a financing organisation to be specified), payment authorized deadline.

1to1PROGRESS undertakes to set up the training action as soon as possible, 24 hours upon receipt of the agreement duly signed by the Client.

In the event of an online Pack purchase by the Client, 1to1PROGRESS will send the Client the corresponding invoice. 1to1PROGRESS undertakes to organise the training action as soon as the online Pack is purchased.

Reservation and cancellation of a course:

Learners can book their courses via their Learner Space or via the Client Service Team during opening hours. The Learner may cancel any course that has been booked as soon as 1to1PROGRESS has been informed at least one hour before the start time of the course without loss of the credit(s):

- either directly via the Learner Space online
- either by informing the Client Service by email or telephone during opening hours (9am-6pm)

Any request sent outside the Client Service opening hours will be processed as soon as possible, within one hour from the opening of the Client Service. Outside this cancellation period, a course not taken will be considered as missed and the corresponding credit(s) will be lost. These missed courses will be invoiced to the Client by 1to1PROGRESS without the possibility of waiving them.

1to1PROGRESS reserves the right to take measures (suspension, cancellation, etc...) relating to ongoing training courses, if the learner exceeds a reasonable limit of monthly cancellations

Cancellation of a face to face course:

Learners may cancel any course that has been scheduled as soon as 1to1PROGRESS has been informed of the cancellation at the latest 48 hours prior to the time of the scheduled course.

Credits' transfer:

The Client will have the possibility of transferring the remaining course credits of a given Learner to another Learner of his choice, while respecting the dates appearing on the training agreement, subject to returning a signed amendment to the training agreement. In case of subrogation of payment by a Financing Organisation, the Client must first obtain the approval of the Financing Organisation for this transfer of credits. Otherwise, the courses taken by the Learner benefitting from the transfer will be invoiced directly to the Client upon transfer.

Validity term:

The dates appearing on the training agreement must be strictly respected by the Learners, unless 1to1PROGRESS expressly agrees, in consultation with the Client, to grant an extension period. This extension is conditional on the return of the signed addendum to the training agreement drawn up by 1to1PROGRESS. In case of subrogation of payment, by a Financing Organisation, the Client must first obtain the approval of the Financing Organisation for this extension. Otherwise, courses taken after the initial training completion date will be invoiced directly to the Client.

**Article 4 - Payment terms, late payment penalties, discount conditions**

Invoices issued by 1to1PROGRESS are to be paid upon receipt, unless otherwise agreed in the training agreement, payments are to be issued by either bank transfer or by cheque made payable to "1to1PROGRESS" or "1to1 Consulting".

According to Article L 441-6, paragraph 8 of the Commercial Code amended by Law 2008-776 of 4 August 2008, in the event of late payment, penalties for late payment will be applied calculated on the basis of the amount including tax of the invoice and the number of days of delay, to which will be added the rate applied by the ECB to its refinancing operation increased by 10 percentage points.

No discount will be granted in the event of early payment.

**Article 5 - In the event of subrogation of payment**

Agreement of assumption of responsibility by the Funding Organisation :

The Client is responsible for the procedures to be carried out with his Financing Organisation before the beginning of the training in order to obtain the written agreement of assumption of responsibility by this Financing Organisation and the relevant file number.

The Client undertakes to pay the invoice(s) issued by 1to1PROGRESS if the absence of an agreement of assumption prevents the Finance Organisation's invoicing or in the event of a refusal of payment by the Finance Organisation (missed courses not covered, invalid or missing signed attendance sheets, transfer of credits or extension not accepted...).

Attendance sheets' signatures :

The signature of this document by the Learner for each course taken is necessary to ensure the administrative follow-up of the training, it allows the training organisation to justify the hours of courses taken with the Client and is mandatory to invoice the training by subrogation with a Financing Organisation as designated by the Client. The Client commits himself and the Learners to sign at the end of a course in the case of an online signature, or within 48 hours if the forms are issued monthly via his email address. The signature sheets are also available to the Learner and the manager on their respective Online Spaces on the 1to1PROGRESS platform. For face-to-face courses, the attendance forms must be signed at the end of each face to face lesson.

In the event of non-compliance with this obligation by the Learner, 1to1PROGRESS reserves the right to send invoices for the services performed, directly to the Client, without supporting documents and to suspend the training action pending regularisation.

Individual training protocol:

1to1PROGRESS reserves the right to submit to the Learner an individual training protocol called "PIF", at the start of the training, in order to supervise the rights and obligations of the Learner during the period of the training. The learner undertakes to sign said document and to respect its terms without the possibility of renouncing it.

**Article 6 - Access to online platforms and use of access codes**

Access to the online platforms (Learner Space & Manager Space) is available 24 hours a day, 7 days a week, except in cases of force majeure or maintenance interventions.

Learner Space & Manager Space (Client):

1to1PROGRESS undertakes to provide the Learner and the Client with an identifier and a password to access their personalised online space on the platform. This account is strictly personal and non-transferable. The password is personal and confidential and can be changed on the user's initiative only on his/her space.

Thus, the user of the platform is entirely responsible for the use of the personal identification elements concerning him/her.

In the event of loss or theft of the password, the Learner must notify the 1to1PROGRESS Customer Service by email: [serviceclient@1to1progress.com](mailto:serviceclient@1to1progress.com) or by phone on 00 33 2 76 51 51 51 as soon as possible.

Consequently, in accordance with the Data Protection Act of 6 January 1978, the Client and the Learner have a right of access, rectification and opposition to personal data concerning them. The Client and the Learner undertake to use the information thus obtained only for lawful purposes, in accordance with the current legislation in application, and to respect the general conditions set out within these terms and conditions or any other indication given within the framework of these terms and conditions.

**Article 7 – Quality**

1to1PROGRESS is committed to monitoring the good quality of the service provided. Consequently, the Client declares that he accepts the recording of the service provided for internal listening purposes if necessary. Under no circumstances may the Client require that recordings may be made available.

**Article 8 - Logistical and technical responsibility**

The Client is responsible for the good working order of its telephony and computer equipment and that of the Learners. 1to1PROGRESS will not be held responsible for calls not completed due to a technical problem on the Client's part in particular.

**Article 9 - Rules for use of the Internet**

The Client declares to accept the characteristics and limitations of the Internet and in particular acknowledges:

- The Client is solely responsible for the use he makes of information. Consequently, 1to1PROGRESS cannot be held liable for any direct or indirect damage resulting from the use of said information;
- The Client is aware of the nature of the Internet, in particular its technical performance and response times for consulting, querying or transferring information;
- That the communication of the Client's personal identification elements or in a general way of any information judged as confidential pertains to his own responsibility;

- The Client must take all necessary measures to ensure that the technical characteristics of his computer allow him to consult information;
- The Client is responsible for taking all appropriate measures to protect its own data and/or software from contamination by viruses circulating through the site.

#### **Article 10 - Force majeure**

Neither 1to1PROGRESS nor any third party involved in the provision of the Service shall be liable for any electronic failure or delay, software limitation or inability to obtain telecommunication services or government measures, provided that the parties concerned take all reasonable steps to mitigate the effects resulting from such situations in the performance of their obligations under the Terms and Conditions, resulting from causes beyond their control, including and without limitation any case of force majeure, acts of civil or military authorities, fires, floods, earthquakes, riots, wars, acts of sabotage, network failures, file coding errors.

#### **Article 11 - Personal data**

1to1PROGRESS collects and processes certain personal data for training purposes. The Learner therefore accepts and acknowledges the processing of personal data by 1to1PROGRESS in accordance with the applicable law and the provisions of the Privacy Policy.

#### **Article 12 - Intellectual Property**

All texts, comments, illustrations, images and elements constituting the site [www.1to1progress.com](http://www.1to1progress.com) are reserved under copyright as well as intellectual property and for the whole world.

In accordance with the provisions of the intellectual property code, only use for private use is permitted subject to different, or even more restrictive, provisions of the intellectual property code. It is however prohibited for the Client, apart from this use, to copy, reproduce, distribute, sell, publish, exploit in any other way or form and distribute in another format, electronic or other, the information contained or emanating from the site [www.1to1progress.com](http://www.1to1progress.com).

Consequently, any other use constitutes infringement and is punishable under intellectual property, unless prior written consent is issued by 1to1Consulting. Any partial or total reproduction of the site [www.1to1progress.com](http://www.1to1progress.com) is strictly prohibited. The reproduction of one or more content(s) and service(s) present on this site, in its entirety or even in part, is subject to reproduction rights.

#### **Article 13 - Trade references**

The Client authorises 1to1PROGRESS to include the Client's name and/or logo on a list of commercial references, in particular on the website, unless the Client explicitly mentions it.

#### **Article 14: Amendment of this Agreement**

1to1PROGRESS reserves the right to modify these Terms and Conditions at any time. The user therefore undertakes to consult it regularly.

#### **Article 15 - Applicable law and competent courts**

These Terms and Conditions are subject to French law. Complaints must be sent by post to 1to1Consulting - Customer Service - Horizon 2000, Mach 6 - Avenue des Hauts Grigneux - 76 420 BIHOREL, FRANCE. In case of a dispute referring to the application or interpretation of this document, the parties agree to seek an amicable solution, failing which, the courts within the jurisdiction of the Court of Appeal of Rouen shall have exclusive jurisdiction.

Updated 06.12.2018