

Immerscio Platform's General Terms and Conditions of Use

Last updated: March 2023

The General Terms and Conditions of Use (“GTCU”) of the PLATEFORME DIGITALE D’ÉDUCATION BIOTECH (hereinafter the “**Immerscio Platform**”), apply to the website reserved for trainees and the website reserved for client and client administrators are intended to inform you about the operation and the legal framework of the terms and conditions governing the availability of the Immerscio Platform.

These GTCU are available on the website under the heading GTCU at the bottom of the home page.

The term “**User**” includes client, client administrators, and enrolled trainees.

The website is published by SAS PLATEFORME DIGITALE D'EDUCATION BIOTECH, registered in the Créteil Trade and Companies Register under the number 893.358.341 with its head office located at 46 avenue de la Grande Armée, Paris 17^{ième}, France.

The Immerscio Platform uses the following hosting companies:

- For the Immerscio trainee website (<https://immerscio.comprehend.ibm.com/>): the company IBM France, whose head office is located at 5 Avenue du Général de Gaulle, 92160 ANTONY ;
- For the client administrator website (<https://immerscio.powerappsportals.com/>): the company Microsoft, whose head office is located at 37 Quai du Président Roosevelt, 92130 ISSY-LES-MOULINEAUX.

The Immerscio Platform makes biotechnology training courses available to university/school students, independent students and employees of companies pursuing continuing education or undergoing retraining.

Once they are put online, the terms of these GTCU are enforceable with respect to any use of the services made available by the Immerscio Platform. The present GTCU may be modified or updated in order to take into account legislative, regulatory or technical developments. The update will not under any circumstances, concern use made prior to their entry into force.

1- ACCESS TO THE IMMERSCIO PLATFORM AND SERVICES

The Immerscio Platform User acknowledges having the prerequisite skills, means and authorizations necessary to access and use the Immerscio Platform. Among other things, the Immerscio Platform User acknowledges that he/she meets the following conditions for operating the website or the training courses, by having:

- **A computer, smartphone or tablet** to use the website and to access his/her client account/administrator client and trainee account.

For reading comfort, however, we recommend that the trainee view the training content on a computer. The technical prerequisites for optimal use of the Immerscio platform and computer training content are as follows:

- Operating system: Windows 7 and up;
- Recommended internet browsers (the two most recent versions): Chrome/Firefox/Microsoft Edge. Other browsers may work, but there is no guarantee of an optimal experience;
- Recommended screen resolution: 1920 x 1080;
- Recommended Ram memory for displaying 3D content: 8 GB;
- Processor: minimum 2.5 to 2.9 GHz;

- **An Internet connection:** Optimal internet connection for loading training materials: 8 Mb/s or greater;

Among other things, for access to training, the opening of a new window to access training content must not be prevented by pop-up blockers. These should be temporarily disabled.

- **A reservation slot for a VR or AR station** (headphones and headsets) for modules using virtual reality and augmented reality;

Virtual training (AR/VR) requiring dedicated equipment, as well as personalized accompaniment, is given at physical websites designated by SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH (the list of websites and booking methods can be consulted at the following address: <https://immerscio.bio/sites-region/>).

SAS BIOTECH EDUCATION DIGITAL PLATFORM reserves the right to open new websites, as well as to change its list of physical locations to meet the needs of proximity with trainees.

- **A client account, client administrator account or a trainee account**, with the associated username and password.

It is the duty of the User to check the functionality of the equipment to be used to access the Platform beforehand.

The Platform User hereby certifies that he/she has been informed that certain training activities are carried out in person. After the trainee has reserved a defined time slot the adapted digital material will be available and made available at locations provided for this purpose for use on-site.

The material thus used must not be returned damaged, non-functioning or broken. The operating condition of the equipment will be checked before and after its use by the person in charge of verifying its condition. In the event of deterioration or breakage of the equipment, SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH reserves the right to withhold a financial penalty from the trainee, which may not exceed the purchase price of the product.

The User also acknowledges having been informed that the Platform shall be accessible 24 hours a day, 7 days a week, except in the event of a case of *force majeure* or difficulties related to telecommunication networks, the Internet Service Provider (ISP), technical reasons and reasons outside the Platform's control. In the event that any of the above cases occur, the Platform does not guarantee access to its services.

For the purposes of maintenance of the website, access to the Platform may be interrupted for a limited but necessary period of time. Users will be informed in advance of such interruption, to the extent possible.

1- CONDITIONS OF USE OF THE PLATFORM

The Platform allows the creation of three types of accounts, with distinct functionalities:

- A **client account** (company or school): creation of a client account with the contact details of the company or school in order to send invoices related to the selected training courses;
- A **client administrator** account (HR or training manager): creation (obligatory) of a client administrator account, to place an Order, trainee management, registration of trainees (choice of modules and training courses, of the funder and trainee), monitoring of registrations, and access to the training catalog;
- A **trainee account**: access to the trainee space (tracking of modules and assigned training courses, tracking of general progress, access to certificates and training attestations).

Users of the Platform expressly agree to behave in an exemplary manner when interacting with the Platform and, in particular, to:

- Not use any software, application or interface or the help of a third party likely to undermine the proper functioning of the Platform ;
- Not infringe the intellectual property rights of the Platform (**see Section 6**);
- Not encourage, disseminate or express, in any form whatsoever, threats, comments or content of a violent, abusive, hateful, racist nature or any content said to be contrary to the purpose of the Platform, morality, public order and legal provisions ;
- Not use identifiers other than their personal identifiers and/or give their identifiers to a third party.

By browsing on the Platform, the trainee expressly affirms that he/she is at least 18 years old and acknowledges that he/she has read these GTCU and undertakes to respect them.

The method of accepting of these GTCU will vary according to the type of User:

- **For the client account**: at the time of the creation of the account, with double acceptance ;
- **For the client administrator**: when registering a trainee (step 4): validation of the trainee's registration, at the same time as the GTCS and privacy policy, by checking the box intended for this purpose;
- **For the trainee**: at the first connection to the account, with double acceptance.

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH declines all responsibility in the event of misuse of the Platform or use that does not comply with the conditions mentioned above.

Users can also freely contact the Platform via the e-mail support@immerscio.com, for any information relating to a malfunction, to report the presence of inappropriate content or malicious behavior.

2- INFORMATION ON THE TRAINING COURSES

The Platform only offers digital training, in e-learning, serious games, virtual reality (VR) or augmented reality (AR) formats. The formats of each training activity are explained in the description of the associated training module.

When purchasing one or more training modules or courses through the client administrator, the trainee accesses the training content in French or in English. The content will be displayed in the language of the website selected on the Platform, which can be modified at any time on the trainee's profile. However, the progress within an ongoing training activity will not be carried over from one language to another.

The trainee has a period of **two (2) months** to access the training courses for a registration to one or more training modules and a period of **four (4) months** for a registration to one or more complete training courses.

These periods run from the first connection to the Platform to begin training and cannot be combined. After these periods, the trainee will no longer be able to access or complete the training.

With regard to assessment, knowledge tests are included in the training courses:

- At the training module level:

Each training module is composed of training activities. Except for Training Course 1, the last activity of the module includes an evaluation test. This test must be passed in order to access the next module, with no limit on the number of attempts. Note that there are sometimes also requirements to be met between training activities within a module: in some cases, as specified in the module description page, the completion of one activity is a prerequisite for access to the next activity.

At the end of the training module, there are two possible outcomes:

- The trainee has completed the training within the allotted time and has validated the training module, he/she will be given a certificate of successful completion corresponding to the validated module.
- The trainee has not validated the evaluation test at the end of the module and will be given a certificate of completion for the module not validated.

- At the training course level:

Each training course is composed of training modules. The last module of the course is exclusively dedicated to the evaluation of the trainee's knowledge on the whole training course. The trainee must pass

this evaluation to be able to validate the training course and obtain his/her certificate of successful completion of the training course with a limited number of attempts (as indicated in the training course).

At the end of the training course, there are two possible outcomes:

- The trainee has completed the training within the allotted time and has validated the training course and will be given a certificate of successful completion for the validated training course;
- The trainee has not passed the end-of-course evaluation test and will be given a certificate of completion for the course taken, but not validated.

3- QUALITY OF INFORMATION SUPPLIED ON THE PLATFORM

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH takes great care and makes every effort to publish quality training programs and information on the Platform.

Information provided on Platform is provided for training purposes.

Nevertheless, SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH cannot absolutely guarantee the accuracy and completeness of all such information/training programs.

As a result, SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH, bound by a best endeavors obligation, shall not be held liable for any damages, whether direct or indirect, arising from information which has been misused and/or which is found to be inaccurate or incomplete or for any damages resulting from an incursion by a third party.

4- HYPERLINKS

The creation of hyperlinks to the Platform may only be done with the prior written consent of SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH.

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH shall not be liable for hyperlinks set up on the Platform to external websites, particularly with regard to the content of such websites, deposited cookies during visits to these websites and also with regard to the technical risks of such hyperlinks which are communicated as a convenience to facilitate access to public information.

Consequently, your connection to pages outside the Platform shall be at your own risk.

By agreeing to use a hyperlink to access an external website, you accept all risks and possible direct or indirect damages which may occur.

5- INTELLECTUAL PROPERTY

The content of the Platform and the associated training courses are protected by French and international laws relating to intellectual property.

All the component parts, such as in particular, but not limited to, trademarks, graphics, models, photographs, logos, images, texts, videos, sounds computer codes of the component parts of the services and other documents, are protected by intellectual property rights and are the exclusive property of SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH.

Furthermore, any distribution, copying, duplication, modification, transfer, representation or reproduction, in whole or in part, of the Platform or of any of its components, in any manner and for any reason whatsoever, is expressly prohibited, as is their alteration under penalty of legal proceedings. Failure to comply with this prohibition may constitute an infringement of copyright for which the author will be liable.

Users grant SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH a license to use the intellectual property rights relating to the content provided (remarks and comments, evaluation of courses or questions), which notably involves reusing this information in an anonymous manner.

6- PERSONAL DATA

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH, as the data controller, is particularly concerned with respecting the privacy and personal data of its visitors and users. The Platform therefore complies with the data protection framework implemented by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as well as the French Data Protection Act n°78-17 of 6 January 1978.

The User has a permanent right of access for the purposes of rectification and erasure, objection, portability and a right to limit the processing of personal data as well as the right to refuse to be the subject of an automated decision, including profiling when it is based exclusively on an automated decision.

To exercise these rights, please write to the following address DPO@immerscio.com, or for more information on your rights, please consult the CNIL website: cnil.fr.

The collected personal data is recorded in an automated file by SAS PLATEFORME DIGITAL D'ÉDUCATION BIOTECH to enable Users to use the Platform. The legal bases for such processing are the consent of the User, the legal obligation, the performance of a contract, and the legitimate interest of the Platform.

For more details on the treatment of personal data and cookies, including their protection and security, please refer to the BIOTECH EDUCATION DIGITAL PLATFORM Privacy Policy. This policy can be found at the bottom of the Platform's home page. It must be read and accepted the first time you connect to the Platform.