

# **Immerscio Platform's General Terms and Conditions of Sale**

**Last update: March 2023**

## **1- Definitions**

**The Service Provider** means the simplified joint stock company SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH, registered in the Créteil Trade and Companies Register under number 893.358.341, whose registered office is located at 46 avenue de la Grande Armée, Paris 17<sup>ième</sup>, France.

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH markets the training courses and modules hosted on the digital Platform *Immerscio*.

**The Client** refers to the professional or individual who signs up to the sale of services;

**The Campus** refers to the personnel managing the Platform's site and orders;

**The Learner** refers to the user or users of the services signed up to by the Client;

**The Services** refers to all the services to which it is possible to sign up;

**Services Provision** is defined by sending ID and password to the Client to allow access to the ordered Services.

**The Order** refers to the selection of Services made by the Client on the website.

**The Platform Immersio** shall refer to the two following websites;

- The Immerscio learning site (<https://immerscio.comprehend.ibm.com/?lang=en>) on which the Learner logs on to carry out and follow the courses for which he/she is registered;
- The Client administrator site, or Client Portal (<https://immerscio.powerappsportals.com/>), on which the Client logs in, can consult the Immerscio Services.

The **Training Agreement** is the contract signed between the Service Provider and the Client, after the Client has placed an Order and the Service Provider has accepted it. The receipt of the Training Agreement signed by the Client at the Service Provider shall give the access to the training courses for the Learner.

## **2- Purpose**

These General Terms and Conditions of Sale (hereinafter "GTCS") are intended to define and frame all contracts between the Service Provider and the Client.

The GTCS shall apply in full and without reservation to all Clients. The present GTCS are available at any time. They can be accessed at any time by the Client who must read and accept them prior to placing any Order.

The full and unconditional acceptance of the GTCS is performed during the ordering process by double checking the box: “I accept the general terms and conditions of sale”.

Furthermore, the Service Provider’s GTCS take precedence over the Client’s Standard Terms and Conditions of Purchase.

The Service Provider reserves the right to modify all or part of these GTCS at any time and without prior notice or justification.

If any provision of the GTCS is found to be invalid or unenforceable, only that provision shall be deemed to have been deleted from these GTCS.

### **3- Ordering**

The Client selects the Services he/she wishes to order on the Campus Ordering portal.

The contractual information are presented in French and/or English and are subject to confirmation no later than the Client’s validation of the Order.

The validation of an Order placed through the Campus Ordering tool is finalized when the Client accepts the present GTCS by double checking the box provided for this purpose and validating his/her Order by returning the signed Training Agreement to the Campus.

The Client has the opportunity to verify the details of his/her Order and its total price and also to correct any errors before validating his/her acceptance (Article 1127-2 of the Civil Code).

In the event of an error concerning the Order, a corrective e-mail must be sent to the e-mail address [salesadmin@immerscio.com](mailto:salesadmin@immerscio.com), as soon as possible, before the Client signs the Training Agreement.

The validation of the Order implies the acceptance of the entirety of the present GTCS and constitutes proof of the sales contract. It is therefore the Client's responsibility to verify the accuracy of the Order and to immediately report any errors to the Campus.

Any Order placed using the Campus Ordering tool constitutes the formation of a contract concluded remotely between the Client and the Service Provider. Upon receipt of the Training Agreement signed by the Client, under the conditions set forth above, the Campus shall validate the associated Order and direct access to the training activities shall be created and sent directly to the Learners at the e-mail address provided.

The Immerscio Platform reserves the right to cancel or refuse any Order from a Client with whom there is a dispute over payment from a previous Order.

### **4- Access to the ordered Services**

The Learner can access the Immerscio Platform made available by the Service Provider, via the Internet, 24 hours a day, 7 days a week, by indicating the Username and password sent when the Order was validated.

The Immerscio Platform is compatible with all the latest browsers. The details are stated in the platform's ToS.

The Learner has a period of **two (2) months** within which to complete a module. In the case of a curriculum, the Learner has a period of **four (4) months**. After this period, the Learner will no longer be able to carry out the training.

## **5- Right of personal Use**

The username and password are sensitive, strictly personal and confidential information which is placed under the exclusive responsibility of the Learner. As such, they cannot be assigned, resold, or shared.

The Learner guarantees the execution of this clause by any user Immerscio Platform and will be liable for any fraudulent or abusive use of the access codes.

The Learner shall immediately notify Immerscio Platform in the event of lost or stolen access codes.

In the event of violation of the clause of non-transferability or of sharing of access codes, noted by any means, the Immerscio Platform reserves the right to suspend the Service, without providing compensation, notice, or any prior information.

## **6- Pricing**

The Services offered may be purchased by module or by curriculum.

The Services offered by the Service Provider are provided at their current price, as set forth in the public catalog available on the website *Immerscio.eu*.

These prices are expressed in Euros, excluding and including VAT.

The Service Provider reserves the right to modify the prices at any time.

Once an Order is placed, the price of the Order is firm and non-negotiable. The payment requested from the Client corresponds to the total purchase price, including expenses.

An invoice will be issued by the Service Provider and given to the Client after the Order has been validated. The invoice shall include VAT and all other applicable taxes.

The current pricelist in the public catalog may be subject to, rebates, discounts and other payment deductions in accordance with Article L441-1 I. of the Commercial Code.

## **7- Payment**

Invoices are payable in euros by bank transfer, upon receipt of the invoice (except in the case of a specific agreement according to the terms predefined in the Training Agreement) to the Service Provider's bank details indicated in the invoice received.

In the event of an error on the invoice, a request for correction must be sent to the e-mail address [salesadmin@immerscio.com](mailto:salesadmin@immerscio.com), as soon as possible.

### **7.1 Late fees**

In the event of a late payment, late fees shall be automatically due as of right of the Service Provider, after one (1) reminder sent without response. These penalties will be calculated at the rate of one and a half-time the legal interest rate.

In the event of late payment, late fees calculated at the rate of one and a half times the legal interest rate shall be automatically due as of right to the Service Provider, without the requirement of any formality or prior notice.

Interest shall be calculated from the day following the due date of the payment.

In addition to the late fees, in accordance with Articles 441-6 and D.441-5 of the Commercial Code, any delay in payment will automatically require the debtor to pay a set fee of 40 euros to cover collection costs.

Furthermore, the Service Provider reserves the right, in the event of non-compliance with the above payment conditions, to suspend or cancel the Provision of Services ordered by the Client and/or to suspend the execution of its obligations.

## **8- Right of cancellation**

**This option is reserved for non-professional Client acting as consumers:**

### **8.1- Principle**

In accordance with the law, the Client has a period of 14 days from the date of conclusion of the contract within which to exercise his/her right to cancel his/her Order with the Service Provider receive reimbursement, without having to justify such cancellation and without being subject to the imposition of fees.

The right of cancellation can be exercised online, using the cancellation form. The cancellation form must be sent to the following email address: [salesadmin@immerscio.com](mailto:salesadmin@immerscio.com) mentioning the Order concerned by this Cancellation in the subject line.

In the event of exercise of the right of cancellation within the aforementioned period, only the price of the Services ordered shall be reimbursed. The reimbursement of the sums actually paid by the Client shall be made within fourteen (14) days of receipt by the Service Provider of the notification of the Client's cancellation.

However, if the performance of the Service has begun, the Client can no longer take advantage of the fourteen (14) day cancellation period running from the conclusion of the contract to exercise his/her right, after validation of the Order.

### **8.2- Exception**

However, in accordance with Article L. 221-28, 13° of the Consumer Code, the right of cancellation shall not apply if the following three conditions are all met:

- The Client signed a contract for the supply of digital content not supplied on a material medium;
- The Client gave his/her prior and express consent to having immediate access to the module(s) using the form established for this purpose by the Service Provider;
- The Client expressly waived the exercise of his right of cancellation by means of the form established for this purpose by the Service Provider.

## **9- Liability of the Service provider - Guarantee**

In accordance with the law and without requiring additional payment therefore, the Service Provider provides a guarantee to the Client should the ordered Services fail to comply or contain latent defects resulting from any defect in design or performance.

In order to assert his/her rights, the Client shall inform the Service Provider of the existence of the defects or non-compliance within a maximum period of 24 hours from the date of becoming aware of the defect or non-compliance in writing addressed to the following e-mail address: [support@immerscio.com](mailto:support@immerscio.com).

The Service Provider shall rectify or cause to be rectified (to the extent possible) the Services deemed to be defective without undue delay according to the level of difficulty identified.

In cases where rectification is not possible, the Service Provider shall reimburse the Client for all or part of the Services actually paid for by the Client. The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client, and the Service Provider cannot be held liable or in default for any delay or non-performance resulting from the occurrence of a case of *force majeure* usually recognized by French case law.

The Services provided through the Immerscio Platform comply with current regulations.

The Service Provider cannot be held liable in the event of non-compliance with the safety instructions mentioned in the training modules. In the event of deterioration or breakage of equipment loaned for face-to-face activities, the Immerscio Platform reserves the right to withhold a financial penalty from the Learner, which may not exceed the purchase price of the product.

## **10- Protection of Personal Data**

In application of law 78-17 of January 6, 1978, amended by law Number 2018-493 of June 20, 2018, personal data requested from the Client is necessary for the processing of his/her Order and for the establishment of invoices.

Personal data may also be used in the context of training follow-up.

For the purposes of contractual performance, this data may be communicated to partners of the Service Provider who may be responsible for the execution, processing, management and payment of Orders and for the execution, processing and management of training.

The processing of information communicated via the Platform's public Websites meet the legal requirements for the protection of personal data; the information system used ensures optimal protection of this data.

In accordance with national and European regulations in force the Client has a right of permanent access, modification, rectification, objection to portability and limitation of processing with regard to information concerning him/her as well as the right to refuse to be subject to automated decision-making, including profiling when it is based exclusively on an automated decision.

This right can be exercised by writing to the following email address: [DPO@immerscio.com](mailto:DPO@immerscio.com). For more details, please see the Immerscio Platform Privacy Policy.

## **11- Intellectual Property**

The content of the Immerscio.com public Website, the Immerscio Platform and the public catalog are the property of the Service Provider and are protected by French and international intellectual property laws.

Any total or partial reproduction of its contents is strictly forbidden and is likely to constitute an infringement of copyright.

## **12- Force majeure**

Neither the Service Provider nor the Client shall be held liable if the non-performance or delay in performance of any of their obligations as described herein is the result of a case of *force majeure*, as defined in Article 1218 of the Civil Code.

In addition, paragraph 2 of Article 1218 of the Civil Code provides that:

*"If the impediment is temporary, the performance of the obligation shall be suspended unless the resulting delay justifies termination of the contract. If the impediment is definitive, the contract is terminated by operation of law and the parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1."*

## **13- Applicable law - Language**

These GTCS and the operations resulting from them are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

## **14- Disputes**

All disputes which may arise from the sales operations concluded in application of the present GTCS whether concerning their validity, their interpretation, their execution, their cancellation, their consequences or aftermath and which cannot be resolved between the Service Provider and the Client shall be submitted to the Paris Tribunal.

The Client is informed, in advance; that he/she can, in any case, resort to conventional mediation, in particular with the *Commission de la Médiation de la Consommation* (Article L 612-1 of the Consumer Code), with the existing authorities of sectorial mediation, or by any alternative means of dispute resolution (conciliation, for example).

### **15- Pre-contractual information - Client acceptance**

*Please note: The pre-contractual information must include the key characteristics of the good or service, taking into account the communication medium used and the good or service concerned (Consumer Code Art. L. 111-1 1°).*

The Client acknowledges having been informed, prior to placing the Order and concluding the contract, in a legible and comprehensible manner, of these GTCS and of all the information listed in Article L. 221-5 of the Consumer Code.

The fact that a natural person (or legal entity) places an Order on the Campus Ordering tool implies full acceptance of these GTCS and an obligation to pay for the Services ordered, which is expressly recognized by the Client, who waives the right to invoke any contradictory document which would otherwise be enforceable against the Service Provider.

### **16- Updating of the GTCS**

The present GTCS may be modified or updated in order to take into account internal, legislative, regulatory or technical developments. The update will not under any circumstances, concern use made prior to their entry into force.

<b>CANCELLATION FORM</b>
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The withdrawal form can be filled in and sent back to the email address [salesadmin@immerscio.com](mailto:salesadmin@immerscio.com), except for exclusions or limitation to the exercise of the right of withdrawal, in accordance with the applicable (GTCS.)

- Order “Date”:
- Order Number : .....
- Order Name : .....
- Client Address : .....