

GENERAL CONDITIONS OF SALES

I - SCOPE OF APPLICATION

LANGUES STRATEGIES is the skill center in language training, translation and interpreting of SAS PROVOCOM TRAINING whose head office is located at 10 Avenue Gustave Eiffel 28000 Chartres – France.

ACTULIA is the training and support department of regulatory and legislative developments dedicated to training organizations, apprentice training centers and private teaching centers of SAS PROVOCOM FORMATION including the head office, located at 10 Avenue Gustave Eiffel 28000 Chartres – France.

PROVOCOM FORMATION is the delegated publisher of the ANDJOYS platform, a language learning platform deployed by LANGUES STRATEGIES, and as such acknowledges being bound in its role as delegated publisher to the property rights of third party companies, including the one who ensured the development of the ANDJOYS platform on behalf of PROVOCOM FORMATION. PROVOCOM TRAINING undertakes to strictly respect these rights with regard to publishing rights and particularly intellectual property. Brands mentioned on the ANDJOYS platform are linked to property rights and cannot be reproduced without written consent from the part of PROVOCOM FORMATION SAS. The ANDJOYS brand is the exclusive property of the company PROVOCOM FORMATION SAS.

Any mention, offer, commitment, signature of the LANGUES STRATEGIES, ANDJOYS and ACTULIA brands fully commits the company PROVOCOM FORMATION, SAS with capital of 40,000.00 euros, registered in the Trade and Companies Register of Chartres under No. 435 369 764 and its corporate officers. The sales and services of PROVOCOM FORMATION are subject to these general conditions which prevail over all other conditions, including conditions of purchase, unless otherwise waived in writing and signed by PROVOCOM FORMATION.

II - PRICE OFFER AND ORDER

2.1 Duration of the offer

In the absence of specific duration fixing, PROVOCOM FORMATION's price offers are valid for a period of two months from their date of issue.

2.2 Order

Any order, placed directly or through a sales manager of PROVOCOM FORMATION, does not bind the company unless it has been the subject of written confirmation from PROVOCOM FORMATION and exclusively according to the terms of its written confirmation, whatever the clauses or conditions which may appear on the purchase orders or printed documents which may be sent to PROVOCOM FORMATION by its customers and a copy of which could, at their request, have been returned to them. If by exception, an order is transmitted without a quote and without prior agreement on the price, this fact requires on the part of the customer the tacit commitment to accept without discussion the pricing conditions of PROVOCOM FORMATION, as long as they are those usually practiced under identical conditions of sale, and the acceptance without possible recourse of the application of these conditions.

2.3 Modification or cancellation

Cancellation, partial or total modification of an order is only admissible if it has been accepted expressly in writing, on the part of PROVOCOM FORMATION; in any event, PROVOCOM FORMATION reserves the right to invoice the buyer, upon presentation of supporting documents, the costs and expenses incurred for the preparation or execution of the canceled or modified order which is accepted by the buyer.

III - PRICE

3.1 Current rate

The services are invoiced at the rate in effect on the day the order is placed, as it appears in the offer issued by PROVOCOM FORMATION.

3.2 Price modification or revision

Any modification of the completion time, in relation to the initial conditions provided for in the contract, may result in a modification of price.

In the event of a contract lasting more than one year, in particular any contract renewable by tacit agreement, the parties mutually agree that PROVOCOM FORMATION will be justified in revising its sale price, taking into account changes in the cost of labor and supplies. A minimum increase of 2.5%/year is accepted by the buyer without this being the subject of discussion between the parties. PROVOCOM FORMATION reserves the possibility to apply or not apply these increases.

3.3 Billing

Invoicing is carried out 100% upon ordering, before the start of the services, except special conditions mentioned in contracts or agreements or quotes duly mentioned in writing and signed by PROVOCOM FORMATION.

ANDJOYS licenses are subject to monthly, quarterly, half-yearly or annual invoicing, depending on the duration of the licenses subscribed and contract formulas adopted. All ANDJOYS For Me and ANDJOYS Coach license packages are billed on a per-pay basis order and payable on the 1st of the month following the start of the contract, by direct debit and in equal monthly installments.

A failure to pay, duly noted, authorizes PROVOCOM FORMATION to suspend the services whatever they may be, or even, to request termination of the order, to carry out 100% invoicing of the services ordered as soon as the defect is noted, and to demand 100% payment to compensate for the damage caused by PROVOCOM FORMATION.

Generally speaking, if during the execution of an order, the buyer does not comply with these general conditions of sales supplemented with any specific conditions specified in the quote, PROVOCOM FORMATION is entitled to renounce the services ordered and to terminate the order and consider it closed by registered letter with acknowledgment of receipt. The buyer cannot claim any damages in this case, and the invoicing and payment for the work carried out will also become immediately due for 100% of the initial order.

3.4 Payment terms

Invoices are payable upon reception. Services can only begin and take place after reception of payment. ANDJOYS licenses are half-yearly or annual and renewable by tacit agreement on their anniversary date for one new semester or a new business year, depending on the initial license ordered, unless the buyer has canceled this renewal by registered letter addressed to the head office of the company, with acknowledgment of reception, or by simple letter countersigned and dated upon reception of PROVOCOM FORMATION, 2 business months before the deadline, postmarked or authentic dated signature of PROVOCOM FORMATION. Failing to cancel these services within this deadline and following this procedure, will result in service charges that must be paid in full to PROVOCOM FORMATION for a half-yearly or annual period before any modification is taken into account.

In the event of non-payment within the stipulated deadlines of an invoice or one of the scheduled deadlines, the entire debt due to PROVOCOM FORMATION becomes, automatically and without formality, immediately payable without taking into account the planned deadlines. PROVOCOM FORMATION reserves the right to terminate any order in progress or to suspend execution, until full payment of all amounts due.

Recovery by legal means or by any litigation body also entails a minimum increase of 15% of the amount to be recovered. Any delay in the payment of an invoice automatically entails, and without prior notice, by article 1153 of the civil code, the collection of late payment interest equal to four times the legal interest rate. Any delay of payment automatically entails, in addition to late payment interest, an obligation for the debtor to pay a lump sum compensation of €40 excluding tax for recovery costs (decree 2012-1115 of October 2, 2012). No discount will be granted in the event of early payment.

IV - EXECUTION OF THE ORDER

4.1 Completion deadlines

The delivery times for the services are mentioned in the offer and confirmed when confirming the order.

4.2 Cancellation

The performance of the services can take place if the aforementioned conditions are applied. If this is not the case, PROVOCOM FORMATION reserves the right to temporarily postpone the service, without possible recourse by the buyer.

V - GUARANTEE

PROVOCOM FORMATION will take the greatest care in the execution of the order and the quality of the services.

5-1 Force majeure

PROVOCOM FORMATION cannot be held responsible if the computer networks and internet networks allowing access to distance learning, or to the services of the ANDJOYS platform, are made inaccessible due to failures of these networks or failures of computer hardware, tablets or telephones used by any customer or learner. The following will be considered as cases of force majeure not involving the responsibility of PROVOCOM FORMATION, any unpredictable viral or hacker attack despite all the care taken by PROVOCOM FORMATION and its partners, at the quality of hosting and data security.

5-2 Waiver

By using the training, translation and interpreting services offered by PROVOCOM FORMATION, the client waives the obligation to carry out any liability claims against PROVOCOM FORMATION and their legal representatives for any damage as a consequence of the services ordered and carried out.

VI - CONFIDENTIALITY

The management of PROVOCOM FORMATION undertakes to respect, and to ensure that all of its employees respect, the strictest confidentiality on the information, content, images, processes and know-how which PROVOCOM FORMATION may have knowledge in the context of their collaboration with a company, a project leader, an individual, or a community, whether or not they are customers of PROVOCOM FORMATION. This commitment is valid from the completion of a first transmission of information on a project up to 3 business years after the end of a collaboration with this same legal or natural person.

VII - JURISDICTION - DISPUTE

The interpretation and execution of these general conditions of sale, as well as all acts which supplement them will be exclusively subject to French law. All disputes relating to the execution or interpretation of these acts and conditions will be within the jurisdiction of the Chartres Commercial Court, including in the event of summary proceedings, warranty appeal or plurality of defendants.