

# **BIOTECH EDUCATION DIGITAL PLATFORM**

## **General Terms and Conditions of Sale (GTCS)**

**Last updated: March 2022**

### **1- Definitions**

**The Service Provider** shall mean 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 9, Quai Jules Guesde - 94400 Vitry-sur-Seine.

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH markets the training courses and modules hosted on the digital platform *Immerscio-bio.com*.

**The Customer** shall mean the business or individual who subscribes to the sale of services on the *Immerscio-bio.com* platform.

**The Campus** shall mean the managing personnel of the Platform and the orders.

**The Learner** shall mean the user or users of the services subscribed to by the Customer.

**The Services** shall mean all the services to which it is possible to subscribe.

**The Provision of Services** shall mean the mailing of the username and password to the Customer thereby allowing access to the ordered Services.

**The Order** shall mean the selection of Services made by the Customer on the website.

**The Website** shall mean the digital platform *Immerscio-bio.com*.

### **2- Purpose**

These General Terms and Conditions of Sale (hereinafter “**GTCS**”) are intended to define and frame all contracts between the BIOTECH EDUCATION DIGITAL PLATFORM and the Customer.

The GTCS shall apply in full and without reservation to all Customers. The present GTCS are available at any time. They can be accessed at any time by the Customer 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 Customer’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 Customer selects the Services he/she wishes to order on the Campus Ordering tool.

The contractual information is presented in French and/or English and is subject to confirmation no later than the Customer's validation of the Order.

The validation of an Order placed through the Campus Ordering tool is finalized when the Customer 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 Customer 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).

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 Customer's responsibility to verify the accuracy of the Order and to immediately report any errors.

Any Order placed using the Campus Ordering tool constitutes the formation of a contract concluded remotely between the Customer and the Service Provider. Upon receipt of the training agreement signed by the Customer, 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 BIOTECH EDUCATION DIGITAL PLATFORM reserves the right to cancel or refuse any Order from a Customer with whom there is a dispute over payment of a previous Order.

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

The Learner can access the BIOTECH EDUCATION DIGITAL 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 BIOTECH EDUCATION DIGITAL PLATFORM is compatible with all the latest browsers. More details are accessible in the GTCU of the platform.

The Learner has a period of two (2) months within which to complete a module. In the case of a training course, 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 BIOTECH EDUCATION DIGITAL PLATFORM and will be liable for any fraudulent or abusive use of the access codes.

The Learner shall immediately notify BIOTECH EDUCATION DIGITAL 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 BIOTECH EDUCATION DIGITAL 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 training course.

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.com*.

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 Customer corresponds to the total purchase price, including expenses.

An invoice will be issued by the Service Provider and given to the Customer 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 at the address indicated on the invoice.

### **7.1 Late fees**

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 Customer and/or to suspend the execution of its obligations.