



GENERAL TERMS AND CONDITIONS OF SALE

Preamble

The present General Terms and Conditions of Sale apply to any training order placed directly or indirectly by a Client, whether a company or an individual, with 1to1 Consulting SAS acting under the trade name of **7Speaking** or **1to1PROGRESS** or any other brand, both in France and abroad. Any order implies the unreserved acceptance of these General Terms and Conditions of Sale by the Client or the intermediary.

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

Article 1 - Purpose and definitions

7Speaking provides individual and group language training by telephone, videoconference, e-learning and face-to face.

"Client" means the company or individual placing a training order with **7Speaking** or one of its reseller partners.

"Learner" is the natural person to whom the ordered training is given. "Lesson credit" is a 30-minute course by telephone and/or videoconference. "Financing Organisation" means any organisation that pays for the training service provided on behalf of the Client (OPCO, Pôle Emploi, etc.).

Article 2 - Tariffs

The basic rate applied includes the assessments at the beginning and end of the course, the individualised training programme, all the lessons given by telephone and videoconference, the cost of telephone calls to a fixed line in mainland France, all the teaching documents made available, access to the Learner Area for the Learner, as well as access to the Manager Area or MILA for the Client.

In the case of face-to-face training, the basic fee includes the face-to-face lesson and the teacher's travel expenses to the training location.

Certain services, such as the possibility of taking lessons on a mobile phone, taking lessons from a telephone number outside France, taking a certification at the end of the course, being covered by a Financing Organisation or access to certain interactive online resources, are options which may entail an additional cost.

The prices of the services are revised annually on the anniversary date of the contract according to this formula:

Revised price = Initial contract price x (S/S0), where S is the latest revised SYNTEC index published on the date of indexation, and S0 is the latest revised SYNTEC index published on the date of signature of the contract.

Article 3 - Setting up a training course, conditions for postponement or cancellation

Implementation of the training programme:

The Client's order is formalised by a training agreement, or a contract, or an order form, or a quotation, which is sent to the Client by **7Speaking**, or following an order placed online, or via a reseller partner or via a financial intermediary, such as the Caisse des Dépôts et Consignations.

The training agreement mainly contains the following information: client identification, description of the training course



(educational method, type, language, number of hours, start and end date, certification), price excluding tax and including all taxes, invoicing method (on order or according to the courses taken, directly to the company or by subrogation to a Financing Organisation to be specified), terms of payment.

7Speaking undertakes to implement the training course as soon as possible after receiving the agreement, or contract, or order form, or quotation, duly signed by the Client.

In the case of an online package purchased by the Client, **7Speaking** will send the Client the corresponding invoice.

7Speaking undertakes to initiate the training programme as soon as the online package is purchased.

Reservation and cancellation of an individual lesson:

The Learner can book his or her lessons via his or her Learner's Area, or through the Customer Service Department during its opening hours, 9am to 6.30pm from Monday to Thursday, and 9am to 5pm on Friday.

The Learner may cancel any scheduled lesson once **7Speaking** has been informed at least one hour before the start of the lesson without any loss of credit(s), with the exception of the "Last Minute" booking.

- or directly via the online Learner Area
- either by informing the Customer Service Department by email or by telephone during opening hours

Any request sent outside of the Customer Service Department's opening hours will be dealt with as soon as possible, with the one hour time limit running from the time the Customer Service Department is open. Outside this cancellation period, a lesson not taken will be considered as missed and the credit(s) incurred will be considered lost.

Missed lessons will be charged to the Client by **7Speaking** without the possibility of waiving them.

7Speaking reserves the right to take action (suspension, cancellation, etc.) on ongoing lessons if the learner exceeds a reasonable limit of monthly lesson cancellations, or in case of non-payment of invoices.

Reservation and cancellation of a group lesson:

For inter-company group lessons:

Registration and cancellation up to the last minute before the lesson starts.

For in-company group lessons:

The setting up and booking of the lesson is done in agreement with the training manager, the sales representative and the educational department (dates, time slots, etc.)

Once a schedule has been defined and validated, we can no longer make any changes to it, except in exceptional cases in agreement with **7Speaking**.

Cancellations will not be accepted unless the **7Speaking** Customer Service Department is informed during opening hours at least 48 hours in advance by email or telephone.

Cancellations can only be made for the whole group, no individual cancellations are possible. The credit of an absent learner will be debited without the possibility of a replacement.

Cancellation of a face-to-face lesson:

Learners may cancel any lesson that has been scheduled once **7Speaking** has been informed no later than 48 hours before the start of the scheduled lesson.



Transfer of credits:

Please note: Transfers do not apply in the case of intra-company group lessons.

In the event of partial completion of the course by a learner, the client will have the option of transferring the remaining lesson credits to another learner of his/her choice, subject to the dates shown on the training agreement, subject to the signed return of an amendment to the training agreement, and subject to acceptance by the **7Speaking** sales representative.

In the event of subrogation of payment, the Client must first ensure that he/she obtains the agreement of the Financing Organisation for this transfer of credits. Failing this, the lessons taken by the person benefiting from this transfer will be invoiced directly to the Client upon transfer.

In the context of an e-learning course, it is not possible to transfer an individual licence to another learner, without extending the initial end date, unless otherwise agreed by both parties.

Period of validity:

The dates stated in the training agreement must be strictly adhered to by the trainees, unless **7Speaking**, in consultation with the Client, exceptionally agrees to grant an extension. This extension is subject to the prior return of the signed amendment to the training agreement drawn up by 7Speaking.

In the event of subrogation of payment, the client must first ensure that he/she obtains the agreement of the Financing Organisation for this extension. Failing this, lessons taken after the initial end date of the course will be invoiced directly to the Client.

All e-learning courses ordered are due in full and must be completed before the end date indicated on the training agreement or in the quote.

Cancellation of the training programme

Any cancellation of the training course after 14 calendar days from the date of receipt of the signed agreement, contract, order form or quotation shall not be taken into account in compliance with the French Consumer Code, Article L 221-18.

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

Invoices issued by **7Speaking** are to be paid on receipt, unless otherwise agreed in the order, by bank transfer.

In compliance with article L 441-6, paragraph 8 of the French Commercial Code, any delay in payment exceeding 30 days is liable to give rise to a penalty equal to 3 times the legal interest rate.

In addition, a fixed indemnity for collection costs will be due in the event of a late payment, in compliance with article L121-11 of law n°2012-387 of 22 March 2012. This indemnity is set at €40 per invoice according to the decree n°2012-1115 of 2 October 2012.

No discount will be granted for early payment.

In the context of electronic invoicing, each paper invoice will be invoiced at €6.00 excluding VAT, this amount being subject to revision each year.

Article 5 - In case of subrogation of payment

Agreement to be covered by the Financing Organisation:



The Client is responsible for the steps to be taken with his/her Financing Organisation before the start of the course in order to obtain the written agreement of the financing by this organisation and the corresponding file number.

The Client undertakes to pay the invoice(s) sent directly to him/her by **7Speaking** if the absence of an agreement to cover the costs prevents invoicing to the Financing Organisation, or in the event of refusal of payment by the Financing Organisation (missed lessons not covered, invalid or missing enrolment, transfer of credits or extension not accepted, etc.).

Signature of the sign-in sheets:

The signature of this document by the Learner, for each lesson taken, is necessary to ensure the administrative follow-up of the training. It enables the training organisation to justify the hours of lessons taken by the Client and is compulsory for invoicing the training to the subrogation organisation that the Client has designated. In the case of an online signature, the Client undertakes his/her responsibility as well as that of the Learner to sign at the end of a lesson. The sign-in sheets are available to the Learner and the Manager on their respective spaces on the **7Speaking** platform. For face-to-face lessons, the sign-in sheets must be signed as soon as the lesson is over.

If the Learner fails to comply with this obligation, **7Speaking** reserves the right to send the invoices for the services provided directly to the Client, without any supporting documents, and to suspend the training course pending settlement.

Individual Training Protocol:

7Speaking reserves the right to issue an Individual Training Protocol ("ITP") to the Learner at the start of the course, in order to define the rights and obligations of the Learner during the course. The Learner then undertakes to sign this document and to respect its terms without the possibility of waiving them.

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

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

Learner Area & Manager / MILA Area (Client):

7Speaking undertakes to provide the Learner and the Client with a login and password to access their personalised platform. This account is strictly personal and non-transferable. The password is personal and confidential and can only be changed on the user's initiative on their platform.

Thus, the user of the platform is entirely responsible for the use of his or her personal identification data.

In the event of loss or theft of the password, the learner must notify **7Speaking's** Customer Service Department by email: serviceclient@7Speaking.com or by telephone on 02 76 51 51 51 as soon as possible.

Consequently, in compliance with the French Data Protection Act of 6 January 1978 and the RGPD regulations, the Client and the Learner have the right to access, rectify and oppose any personal data concerning them. The Client and the Learner undertake to use the information thus obtained only for lawful purposes, in compliance with the legislation in force, and to comply with the general terms and conditions set out herein or any other indication given in the context of these general terms and conditions.

Article 7 - Quality



7Speaking undertakes to monitor the quality of the service being provided. Consequently, the Client declares that he accepts the sound recording of the service carried out in this sense for internal listening purposes, if necessary. Under no circumstances may the Client demand that this recording be made available.

Article 8 - Logistical and technical responsibility

The Client is responsible for ensuring that their telephone and computer equipment is in good working order. **7Speaking** cannot be held responsible for calls that are not completed due to technical problems.

Article 9 - Rules for the use of the Internet

The Client declares that he accepts the characteristics and limitations of the Internet, and in particular acknowledges:

- That the user is solely responsible for the use of the information. Consequently, **7Speaking** shall not be held liable, under any express or implied obligation, for any direct or indirect damage resulting from the use of the said information;
- That he/she is aware of the nature of the Internet, in particular its technical aspects and the response times for viewing, querying or transferring information;
- That the disclosure of his or her personal identification details or in general of any information deemed confidential is his own responsibility;
- That it is up to the user to take all necessary measures to ensure that the technical characteristics of his or her computer allow him or her to view the information;
- That it is up to him to take all appropriate measures to protect his own data and/or software from contamination by any viruses circulating through the site.

Article 10 - Force majeure

Neither **7Speaking** 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 telecommunications services, or governmental action, 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 but not limited to force majeure, acts of civil or military authorities, fire, flood, earthquake, riot, war, acts of sabotage, network failures, file encoding errors.

Article 11 - Personal data

7Speaking may collect and process certain personal data in the context of a training programme. The Learner therefore accepts and acknowledges the processing of personal data by **7Speaking** in compliance with applicable law and the provisions of the Privacy Policy.

Article 12 - Intellectual property

All the texts, comments, illustrations, images and elements making up the **www.7speaking.com** website are reserved under copyright law and intellectual property law for the whole world.

In compliance with the provisions of the intellectual property code, the only use permitted is for private use, subject to different, even more restrictive, provisions of the intellectual property code. It is however forbidden for the Client, apart from this use, to copy, reproduce, distribute, sell, publish, exploit in any other way and distribute in any other format, electronic or otherwise, the information on the site **www.7speaking.com**.

Consequently, any other use constitutes an infringement and is punishable under intellectual property law, unless prior written authorisation is obtained from **1to1Consulting**. Any partial or total reproduction of the **www.7speaking.com** website is strictly forbidden. The reproduction of one or several contents and services present on these sites, in its entirety or not, is subject to reproduction rights.



Article 13 - Commercial references

The Client authorises **7Speaking** to include the Client's name and/or logo in a list of commercial references, in particular on the website, unless explicitly stated otherwise by the Client.

Article 14: Modification of these terms and conditions

7Speaking reserves the right to modify this contract at any time. The user therefore undertakes to review it regularly.

Article 15 - Applicable law and jurisdiction

The present contract is subject to French law. Complaints must be sent by registered mail to 1to1Consulting SAS - Service Client - Horizon 2000, Mach 6 - Avenue des Hauts Grigneux - 76 420 BIHOREL, FRANCE. In the event of a dispute concerning the application or interpretation of this contract, the parties agree to seek an amicable solution, failing which, the courts of the jurisdiction of the Court of Appeal of Rouen shall have sole jurisdiction.

Updated 05/04/2023