

# CASPEO TERMS & CONDITIONS FOR TRAINING SERVICES

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Posted on March 30, 2022 - Last modified on March 30, 2022.

Please read these Terms & Conditions carefully before accessing or using the CASPEO training services ("Training Services").

These Terms & Conditions ("Terms") are entered into by and between You (a natural person or body corporate, referred to as "You" or "the User") and CASPEO referred to as "CASPEO" or "We" or "Us") with respect to the subject matter described herein.

**By accessing or using the Training Services, You agree to be bound by these Terms. If You do not wish to accept the Terms & Conditions or You do not qualify, You may not place an order, access or use CASPEO Training Services.**

## 1. GENERAL TERMS & CONDITIONS

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### Acceptance of Terms

CASPEO is an engineering office whose head office is 3 Avenue Claude Guillemin, 45060 Orléans (France). In addition to its software publishing and consulting activities, CASPEO provides Training Services: face-to-face and online training courses. The Training Services includes the access to the e-learning platform.

Your participation to the CASPEO training courses as well as the access and the use of the CASPEO e-learning platform, [www.caspeocourses.net](http://www.caspeocourses.net), including registration, enrollment, courses and course materials is conditional upon Your acceptance of the following Terms and all applicable laws.

The Terms apply to all visitors, users, partners and others who use the Training Services or access CASPEO e-learning platform.

If You are accepting the Terms on behalf of a company, organization, government or other legal entity, You represent and warrant that You are authorized to do so, and the entity agrees to be legally bound by this Terms.

By accessing or using the Training Services, You acknowledge that You have read, understand and agree with these Terms and agree to be bound by these Terms.

### Revisions to the Terms

CASPEO reserves the right to modify or update the Terms at any time. The Terms applicable are available on website [www.caspeo.net](http://www.caspeo.net). Your continued use of our Training Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms. Any terms and conditions proposed by You which are in addition to or which conflict with the Terms are expressly rejected by CASPEO and shall be of no force and effect.

## 2. FACE-TO-FACE TRAINING COURSES

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### Description

CASPEO offers inter- and intra-company training courses. The inter-company courses are listed in the CASPEO catalogue and are

carried out in the CASPEO premises in Orléans. The intra-company ones are courses that are proposed to You on demand and are carried out on Your site or via a remote access solution proposed by CASPEO.

### Certificate

A certificate of attendance will be issued upon 100 % attendance of a course. It will be issued in English in the legal name that You provide to CASPEO during the registration process.

### Pricing

All prices are in Euros and exclusive of tax. They are to be increased by the VAT rate in force. Any taxes, customs or import duties as well as bank charges incurred by the method of payment used will be charged to You.

The price of a face-to-face course is given for a whole group from a same company and not depending on the number of participants, if it remains below the limit indicated in the proposal. No reduction will be applied if a participant cancels his participation.

If the training course is carried out outside the CASPEO training center in Orléans (France), You are in charge to provide a classroom, computers (at least one for two trainees) and a video projector. The travel and accommodation expenses of the animator(s) are invoiced in addition.

If You have been provided with a promo code and You would like to make use of it when You register for a training course, You will have to indicate this when registering for the relevant course and agree to be bound by the terms and conditions of this promo code. If You register without utilizing the promo code, the promo code will become redundant and You will not be entitled to receive the benefit of the promo code, including a refund of any part of the course fee, once payment has been received by us. Promo codes are non-transferable and non-refundable.

### Payment

Any face-to-face training course will be subject to a prior commercial and financial proposal by CASPEO. Unless otherwise specified in the

proposal, face-to-face training courses are invoiced at the end of the training session and due within 30 days upon receipt by transfer to CASPEO bank account.

Any sum not paid on the due date will automatically and without prior notice lead to the application of penalties calculated by applying the full amount due, in interest rate applied by the Central European Bank (BCE) increased by 10 points.

### Cancellation policy

In case of impossibility to ensure the training in person, including force majeure or regulatory restrictions prohibiting the holding of classroom training, as much as possible a remote training would be provided.

For any cancellation or postpone of a face-to-face course requested by You for a whole group, the following conditions apply:

- more than 15 days before the beginning of the training session, we will not be invoiced,
- between 15 days and 5 days before the beginning of the training session, 50 % of the total amount of the order will be invoiced,
- less than 5 days before the beginning of the training session, 100 % of the total amount of the order will be invoiced.

No reduction will be applied if a participant cancels his participation. Nevertheless, CASPEO offers the possibility of replacing a participant of a group who is unable to attend by another participant with the same profile and the same training needs.

In the event that the trainee does not show up on the day of the training session, 100 % of the price will be invoiced.

CASPEO will not be liable of a cancellation due to the decline of an appropriate visa to enter the country where the course is being held.

## 3. ONLINE TRAINING COURSES

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### Description

CASPEO offers self-paced online training courses. The courses are listed in the CASPEO catalogue and are carried out through the

CASPEO e-learning platform: [www.caspeocourses.net](http://www.caspeocourses.net).

After successful payment, You will receive an e-mail from CASPEO acknowledging Your

enrollment in the online course as well as Your access to the CASPEO e-learning platform. For an online training course including a time-limited license to learn a software, You will receive in another email the download link and instructions.

### Certificate

A certificate of completion will be issued digitally and automatically to You upon 100 % completion of a course. No certificate will be issued to You if You have not met the minimum stipulated requirements for the award of a certificate.

It will be issued in English in the legal name that You provide to CASPEO during the registration process. No changes can be made to the standard form or wording of a certificate for any reason whatsoever.

The CASPEO certificate does not open right to any accreditation systems.

### Pricing

All prices are in Euros and exclusive of tax. They are to be increased by the VAT rate in force. Any taxes, customs or import duties as well as bank charges incurred by the method of payment used will be charged to You.

If You have been provided with a promo code and You would like to make use of it when You register for a training course, You will have to indicate this when registering for the relevant course and agree to be bound by the terms and conditions of this promo code. If You register without utilizing the promo code, the promo code will become redundant and You will not be entitled to receive the benefit of the promo code, including a refund of any part of the course fee, once payment has been received by us. Promo codes are non-transferable and non-refundable.

### Payment

The payment of the price of an online training course is to be made in full, upon receipt of an invoice, by transfer to CASPEO bank account. The access to the CASPEO e-learning platform is effective only upon full payment.

For some online training courses, the payment could be directly done online by credit cards via Stripe or Paypal payment solutions. In this case, submission of Your registration, alongside full payment constitutes Your acceptance of the Terms.

### Cancellation policy

You have the right to cancel Your contract for a self-paced online training course at any time within 14 days of Your date of purchase. You shall receive a full refund of any payments You have made, unless such cancellation is made after You have viewed any part of the course content. If You have viewed any part of the course content within 14 days of Your date of purchase, You will lose Your right to cancel Your contract.

If You cancel Your registration in an online course at any time after the periods described above, You will not be entitled to a refund, except in exceptional circumstances, which will be entirely at the discretion of CASPEO.

If You cancel Your registration in an online training course before the expiration date, You will no longer be able to use or access the CASPEO e-learning platform and, if included, to use the education software license attached to this course.

CASPEO is not responsible if You fail to meet the online training course requirements and You should ensure that You allocate sufficient time to allow You to successfully complete the online training course.

To exercise Your cancellation rights as set out above, please inform CASPEO in writing by email or in using CASPEO contact form website.

If Your payment method fails, if Your account is past due or if You have not complying to the Terms of use, CASPEO will cancel Your access to the CASPEO e-learning platform without prior notification.

## 4. USE OF THE CASPEO E-LEARNING PLATFORM AND ASSOCIATED SERVICES

### Time-limited licenses

When You enroll in an online training course, CASPEO grants You a time-limited license to access and use the content located on the CASPEO e-learning platform. For some online training course to learn a software, CASPEO also grants You a time-limited license of this software. The duration of each license is indicated in the description of each training course.

The software license provided with a training on a software is a standalone education license granted for a single user. You may use the software solely for non-commercial study or research that is undertaken solely in furtherance of educational process. The license is not applicable for consulting use.

You may install, activate, operate, and use the software on one only computer per license purchased by You. You could not install, activate and use it in a server, or any sharing system such as virtual machine or containers.

Both licenses, e-learning and software, are personal to You, nominally, restricted, time-limited, non-exclusive, non-transferable, non-sub-licensable, revocable. You may not transfer any of the rights granted to You, nor may You permit third parties, including but not limited to Your subsidiaries and affiliates, to benefit from the use of them. Any attempt by You to transfer any of the rights, duties or obligations hereunder is void and will be deemed a breach of this agreement.

### Personal account

In order to access to contents on the CASPEO e-learning platform, You must provide CASPEO with accurate and complete information, and You agree to update Your information to keep it accurate and complete. You may also be asked to create an account and provide certain personal details to access to free contents on the CASPEO e-learning platform. You agree to update Your information to keep it accurate and complete.

You are fully responsible for all usage and activity on Your account. You are solely responsible for maintaining the confidentiality of Your username and password used to access the CASPEO e-learning platform.

You acknowledge that Your username and password are personal to You. You agree to not sell, transfer or assign Your account details. In particular, You agree to not provide any other person with access to the CASPEO e-learning platform using Your account details. CASPEO will not be liable for any losses or damages incurred as a result of Your account details being shared by You.

You may not use anyone else's account details or account at any time. CASPEO reserves the right to pursue You.

You agree to notify us immediately of any unauthorized access to or use of Your account details or any other breach of security that You become aware of. It is recommended that You do not save Your CASPEO e-learning platform details in Your internet browser. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your account details or other personal information.

Either CASPEO or You may terminate Your account. CASPEO reserves the right to

terminate Your account, in its sole discretion, at any time without notice. If CASPEO disable Your account, You agree that You will not create another one without our permission. You may terminate a specific account used to access the CASPEO e-learning platform at any time by contacting CASPEO.

### Online training courses content

The training course description provided by CASPEO is intended to indicate only the general nature of the course and does not guarantee content. The number of modules or/and lessons as well as the duration of the training course are estimates only.

English is the primary language of the e-learning platform as well as the training courses. Some courses also offer subtitles in English and in multiple languages. Details will be provided in the training course description.

CASPEO reserves the right to change and amend the course content and alter details at its discretion.

### Interactive features

The CASPEO e-learning platform may contain interactive features including without limitation e-mail services, chat areas, news groups, forums, communities and/or other message or communication facilities designed to enable You to communicate with others. You agree to use the interactive features only to post, send and receive messages and material that are proper and related to the training course.

The content found on the interactive features is provided by third-party users, and not us. The third-party users, including You, are solely responsible for their content. Content submitted via the interactive features will be considered non-confidential and non-proprietary.

CASPEO has no obligation to review any content provided by any user or third-party before they are posted on the e-learning platform. CASPEO is not liable for any content provided by any user or third-party. Nevertheless, CASPEO reserves the right to review materials posted on the e-learning platform and to remove any materials in its sole discretion.

### Prohibited conduct

You acknowledge and agree that when using the CASPEO e-learning platform, You will not:

- Provide any other person with access to the e-learning platform using Your account details.

- Copy, reproduce, modify, publish, republish, upload, download, post, transfer, distribute, duplicate any proprietary materials protected by intellectual property laws.
- Transfer authorized downloadable materials such as the provided personal software license, if applicable.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Upload files that contain viruses or other harmful, invasive, or corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another.
- Advertise or use the e-learning platform to promote or offer any goods or services for any commercial purpose or otherwise including, without limitation, surveys, contests, chain letters, junk email, spams or any duplicative or unsolicited messages.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Impersonate or attempt to impersonate CASPEO, CASPEO employees or partners, another user or any other person or entity including, without limitation, by using e-mail addresses, or provide incorrect or knowingly false information.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide to a person or entity any directory of users of the e-learning platform or any portion thereof.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
- Restrict or inhibit any other user from using and enjoying the e-learning platform.
- Violate any applicable laws or regulations.

CASPEO reserves the right to cancel Your access to the e-learning platform at any time, in its sole discretion, without notice.

### Availability of the e-learning platform

CASPEO undertakes to make every effort to allow access to its e-learning platform, 7 days a week, 24 hours a day. CASPEO is not liable for possible breakdowns or technical constraints related to the specificities of the Internet network.

In the event of an interruption of the service by CASPEO related to a corrective maintenance, CASPEO will make every effort to remedy the

malfunction. You will be allowed to claim extended access to the e-learning platform for a period corresponding of the unavailability.

In case of an evolutionary maintenance, CASPEO will be able to temporarily interrupt access. CASPEO will endeavor to limit the time of interruption of the service and will endeavor to inform You beforehand. CASPEO will extend the access to the e-learning platform for a period corresponding of the unavailability and disclaims.

CASPEO will not be liable of an interruption of the service by the provider that makes the e-learning platform available.

You agree to not claim any compensation or damages from CASPEO arising for any interruption of the service.

### Support

CASPEO provides technical support via our online support. This support is related to the access and use of the CASPEO e-learning platform. CASPEO makes every effort possible to respond in a timely manner, but we do not guarantee a particular response time.

For questions about the use of a software related to Your activities or consulting needs, CASPEO can provide You with additional services. You can contact us via the contact form available on CASPEO website for purpose.

## 5. INTELLECTUAL PROPERTY

### Copyright and Marks

All contents, copyright, trademarks, and teaching materials in any form (paper, electronic, digital, oral, ...) including, without limitation, texts, graphics, photos, logos, icons, images, sound clips, video clips, data compilations, page layout, source code, domain name and software are the property of CASPEO, our partners or other relevant third parties. In particular, CASPEO logo, CASPEO course names or CASPEO proprietary software names are either trademarks or registered trademarks of CASPEO. The same applies to our partners or other relevant third parties. The CASPEO e-learning platform [www.caspeocourses.net](http://www.caspeocourses.net) is ©CASPEO - All rights reserved. Other product and company names mentioned in the CASPEO Training Services are the trademarks of their respective owners. All materials are protected by French and International copyright and other intellectual property laws and treaties.

### Proprietary materials

Unauthorized use, copying, reproduction, modification, publication, republication, uploading, framing, downloading, posting,

transferring, distributing, duplicating or any other misuse or re-use of any proprietary materials including e-learning modules is strictly prohibited regardless of the process and medium used. You may not exploit, in whole or in part, any proprietary materials other than authorized downloadable materials provided for the course purpose. In particular, You may not use the content of the training courses to train other people or distribute it over any other medium.

Authorized downloadable materials comprises content that may be provided for training courses on the e-learning platform or time-limited education licenses of a software attached to some Training Services related to a software. Time-limited licenses are provided for a limited time as indicated in the course description, nominally, on the basis of one standalone license per learner. They are provided solely for Your own, personal use and training purpose. In particular, the license is not applicable for consulting use. The e-learning modules are subject to a personal, non-transferable, and non-exclusive right of use exclusive for a limited time as indicated in the course description from the opening of the access keys. Authorized Downloadable Materials are held by You pursuant to a limited revocable right only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner.

Any use of proprietary materials other than as permitted by the Terms will violate them and may infringe upon our rights. You may indemnify CASPEO for any and all costs, expenses and damages incurred by CASPEO as a result of Your infringement.

## **6. LIABILITY DISCLAIMER**

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### **Disclaimers**

CASPEO and its partners, employees or directors are not liable for any damage or any injury You may suffer as a result of indirect damages arising from the Training Services including, without limitation, data loss, files, operating loss, commercial prejudice, profits loss, damage to image and reputation.

CASPEO specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. CASPEO further disclaims any and all liability related to Your access or use of the Training Services or any related content.

You acknowledge and agree that Your access or use of the CASPEO e-learning platform and related content is at Your sole risk and that it is provided on an “as is” and “as available” basis, without warranty of any kind, whether express or implied.

### **Limitation of liability**

Although CASPEO and its partners, employees or directors have attempted to provide accurate information during the training courses, they will not be liable with the reliability, accuracy, timeliness or completeness of information provided during the courses and assume no responsibility for any errors or omissions therein.

CASPEO provides no warranty that Your hardware, software or Internet service is compatible or sufficient to access the CASPEO e-learning platform or to download the time-limited license software attached to some Training Services. CASPEO is also not responsible for the reliability or continued availability of the telephone lines, wireless services, communication media, and equipment You use to access the Training Services.

CASPEO and its partners, employees or directors are not liable for any fault, inaccuracy, omission, delay, or any other failure arising from the Training Services caused by Your computer equipment or arising from Your use of the Training Services on such equipment.

CASPEO does not warrant that the availability of or the functionality of the e-learning platform will be uninterrupted or error-free, that defects will be corrected, or that this site that makes it available are free of viruses or other harmful, invasive, or corrupted files or any other similar software or programs that may damage the operation of another's computer or property of another.

CASPEO provides no warranty that the site that makes the e-learning platform available or the e-learning platform itself do not violate any patent or other intellectual property rights of any person or entity.

The CASPEO e-learning platform may contain links to other websites. Unless expressly stated, these sites are not under the control of CASPEO. If You decide to access other websites, You do so at Your own risk. CASPEO assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

Whatever the type of service, the liability of CASPEO is expressly limited to compensation of the direct damage proven by You. The liability of CASPEO will be limited to the amount of the price paid by You for the Training Services concerned within the previous six-month period before the claim for such damage, loss or cause of action arose.

## **7. DATA PRIVACY**

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By registering to the CASPEO Training Services and by paying the fees, You agree CASPEO to collect and use Your personal data. This will be done in accordance with the CASPEO Privacy Policy, available at [www.caspeo.net/privacy-policy/](http://www.caspeo.net/privacy-policy/).

## **8. FORCE MAJEURE**

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CASPEO is not liable in the event of non-performance of its obligations resulting from an event of force majeure. Are considered as force majeure or fortuitous event, in addition to those usually recognized by the jurisprudence of the French Courts and Tribunals and without this list being restrictive: the illness or accident of a consultant or a training leader, external strikes or social conflicts, natural disasters, fires, failure to obtain visas, work permits or other permits, laws or regulations subsequently put in place, interruption of telecommunications, interruption of power supply, interruption of transportation, or any other circumstances beyond the reasonable control of CASPEO.

## **9. GOVERNING LAW AND JURISDICTION**

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### **Applicable Law**

The Terms are governed by French Law. If the parties fail to reach an amicable settlement, any dispute shall be submitted to the competent court in Paris (France).

### **Non-Waiver**

Our failure to enforce any right or provision of the Terms will not be considered a waiver of those rights. If any provision of the Terms is held to be invalid or unenforceable by a court, the remaining provisions of the Terms will remain in effect.