

1. PURPOSE AND IDENTIFICATION

The website www.training.eomys.com is published by EOMYS, whose registered office is 9, avenue de la Créativité - 59650 Villeneuve d'Ascq - France.

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2. FIELD OF APPLICATION

These general terms and conditions apply, to the exclusion of any other provision, to any registration of one or more participants, professional or private, hereinafter referred to as the "**Participant**", in a Training Course organized by EOMYS.

1. The general terms and conditions of sale can be consulted on the website : <https://www.training.eomys.com>
2. The fact of registering Online for a Training Course implies unreserved acceptance, in their entirety, of these general terms and conditions of sale.
3. EOMYS reserves the right to modify the terms of these conditions. Only the general terms and conditions of sale in force on the day of registration will apply to the registration in question.

3. REGISTRATION - CONTRACT

1. Registration for the Training Courses is possible by completing the form directly online on the training.eomys.com website.
2. Full payment of the registration fee is to be made upon registration with EOMYS and by online payment at <https://www.training.eomys.com/>. All registrations are due. Any entry for which the file is incomplete or not accompanied by payment under the conditions specified in Article 5 below, will not be considered.

3. Once EOMYS has received the registration and payment, EOMYS will send the Participant a summary validating his or her order and his or her registration for the chosen Training Course (the "Order Confirmation").
4. In case of training held by teleconference: For on-line registration to distant training, it is not allowed to participate with more than one person for each registration. By registering for the training, you must agree to our terms and conditions of service which stipulate this condition. If you want to register with several trainees at same connection location, please contact EOMYS for a customized quotation.

If EOMYS is unable to follow up on the Participant's registration request (due to a too late request or a problem of availability), EOMYS will inform the Participant and refund the registration fee within 21 days by transfer to his bank account.

The contract shall be deemed concluded when EOMYS sends the Order Confirmation, subject to receipt of payment.

4. RETRACTION - MODIFICATIONS - CANCELLATIONS

1. The participant has a right of withdrawal which he can exercise within 14 calendar days from the order confirmation without having to give a reason. The Participant who wishes to make use of this right of withdrawal must notify it, within the legal time limits indicated above, by returning the form at the end of this article to the following address: EOMYS, 9 avenue de la Créativité - 59650 Villeneuve d'Ascq - France, or by e-mail at training@e-nvh.eomys.com. The registration fee will then be refunded in full, if it had been cashed, by bank transfer within a maximum of 21 days.
2. If the 14-day withdrawal period mentioned above has expired and the Participant wishes to cancel his/her participation in the Training, he/she shall inform EOMYS by e-mail.

EOMYS will proceed to the eventual reimbursement according to the following conditions:

- **Cancellation up to 31 working days before the course:** full refund, minus a 50€ handling fee.
- **Cancellation between D-30 and D-15 working days before the course:** full refund, minus a handling fee of 100€.
- **Cancellation less than D-15 working days before the event:** no refund (except in cases of force majeure with proof).

If the conditions for reimbursement are met, EOMYS will reimburse the amount due by bank transfer within a maximum of 21 days.

3. If EOMYS is forced to cancel the Training, the company undertakes to inform the Participants as soon as possible. Participants will then be refunded their registration fees within 21 days.
4. In case a minimum number of participants is not achieved, EOMYS may cancel the training session one week before and refund all registrants as stated in the training purchase conditions.
5. EOMYS shall not be liable if the Formation is delayed or cancelled due to force majeure or fortuitous event. The terms and conditions for any reimbursement of participants will then be defined on a case-by-case basis and communicated to each participant.

STANDARD WITHDRAWAL FORM

I hereby notify you of my wish to exercise my right of withdrawal regarding the following online registration:

- *Designation of the training course concerned:*
- *Registration fee selected :*
- *Possible additional services :*
- *Participant contact details :*
- *Date of order :*
- *Order reference :*
- *Date of request for withdrawal*

The registration confirmation and the invoice, as well as a bank details must be attached to the withdrawal request to reimburse the registration fees.

5. RATES - PAYMENT

1. The rates are per Participant, excluding taxes (taxes apply if necessary, during the purchase process). They are subject to change by EOMYS. The applicable rates are the rates in effect at the time of registration (rates appearing on the site at the time of registration or in the paper file received by the Participant).
They include all the services described on the registration site for the corresponding rate.
2. Terms of payment for any registration: Payment can be made by **credit card, secure online payment**.
3. Only one method of payment is allowed per registration.
4. Once paid, the price can only be refunded in the cases provided for in articles 4.1, 4.2, 4.3, 4.4 and 4.5 hereof.

6. MEMBER'S OBLIGATIONS

Registration with EOMYS, implies acceptance of the following conditions:

1. Each registration is valid only for the Training mentioned therein and cannot be accepted for another Training.
2. In case of training held by teleconference: For on-line registration to distant training, it is not allowed to participate with more than one person for each registration. By registering for the training, you must agree to our terms and conditions of service which stipulate this condition. If you want to register with several trainees at same connection location, please contact EOMYS for a customized quotation.
3. In case of on-site training, the Participant will be issued an access badge upon arrival at the Training site. *The access badge is personal, non-transferable and must be worn throughout the duration of the Training Course.*
4. The Participant undertakes to respect the rules of life and the general safety instructions in force on the Training site. EOMYS reserves the right to refuse the participation in the Training of any person who does not respect this commitment.

7. INTELLECTUAL PROPERTY - IMAGE RIGHTS

1. The interventions of the speakers, as well as the documents distributed or handed out during the Training Course are covered by copyright pursuant to Articles L 111-1 and following of the Intellectual Property Code. Under the terms of Article L 122-4 of the Intellectual Property Code *"any representation or reproduction in whole or in part made without the consent of the author or his successors in title or assigns is unlawful"*. Article L 122-5 of this code only authorizes *"copies or reproductions strictly reserved for the private use of the copier and not intended for collective use"* and *"analyses and short quotations"*, *"provided that the name of the author and the source are clearly indicated"*. Any unauthorized representation or reproduction, by any means whatsoever, not complying with the legislation in force would constitute an infringement punishable by articles L 335-2 and L 335-3 of the Intellectual Property Code. The Participant shall be held liable if unauthorized use is made of the speeches, documents distributed or handed out during the Training Course.
2. The Participant is informed that EOMYS may be required to take photographs of the participants present during an On-Site Training. The Participant will be notified of this procedure upon arrival and will be given a request for authorization to collect and use photographs. The Participant is free to give or withhold his or her free consent regarding the production and distribution of photographs.
3. The comments made by the speakers during the Training are under their sole responsibility. It is the responsibility of the Participants to verify the relevance of the opinions / recommendations made by the stakeholders. EOMYS shall not be liable,

directly or indirectly, for any damage or loss caused by or in connection with the information disseminated or presentations made during the Training.

8. CONFIDENTIALITY - INFORMATION TECHNOLOGY AND FREEDOM

1. The information collected at the time of registration is subject to computer processing intended to ensure better monitoring of the registration (in particular: sending of documents relating to registration and, where appropriate, contact in the event of modification of a Training Course). EOMYS ensures that the data collected is kept confidential. They are not passed on to potential business partners or third parties. However, it is possible to receive information about upcoming events later, as well as monthly newsletters. The participant is free to withdraw from the mailing list at any time.
2. In accordance with the French law "Informatique et libertés" of 6 January 1978, amended in 2004, the Participant has a right of access and rectification to information concerning him/her, which he/she may exercise by sending a request by e-mail to contact@eomys.com. He may also, for legitimate reasons, object to the processing of data concerning him by sending an e-mail to the same address.

9. INDIVIDUAL-RELATED DATA

1. Regulatory framework
In accordance with the French Data Protection Act of 6 January 1978, and the General Data Protection Regulations (EU Regulation 2016/679 of 27 April 2016), EOMYS processes personal data of its customers, hereinafter referred to as Customer data.
2. Type of collected data
Customer data collected by EOMYS may be the following: surname, first name, title, function or status, professional mission, email address, postal address, telephone number, diet, full details of his company or institution.
3. Treatment purposes
This Customer data is collected within the framework of EOMYS' activities in scientific and technological engineering consulting services, as well as within the framework of the organization of training courses.
4. Recipients
The recipients of the data are the EOMYS communication department, as well as a payment service provider (E-transaction, Crédit Agricole's payment solution), the host of the website <https://www.training.eomys.com> (PlanetHoster). Data transfers with our service providers are contractually and legally regulated and are subject to an adequate level of data security.

Within the framework of training courses labelled in collaboration with an external partner, the surnames, first names and e-mail addresses of the participants can be sent to them.

5. Conservation

In accordance with the retention principle of the General Regulations on Data Protection, and with Simplified Standard 48 for the management of customer files, personal data relating to customers may not be retained beyond the retention period strictly necessary for the management of the business relationship.

Exceptions are the data necessary to establish proof of a right or a contract which may be archived, as provided for by the provisions of the Commercial Code relating to the retention period for books and documents created in the course of commercial activities, and the Consumer Code relating to the retention of contracts concluded by electronic means.

6. Rights of the data subject

The Customer has the right to access and rectify data concerning him/her, and may also exercise his/her right of deletion or the right to forget, as well as his/her right of opposition or the right of portability. For any request, please write to EOMYS, 9, avenue de la Créativité - 59650 Villeneuve d'Ascq - France, contact@eomys.com. Finally, any Customer has the right to lodge a complaint with the competent supervisory authority (in France, this is the CNIL) concerning the processing of his personal data.

7. Lawfulness of processing

The provision of Customer data is necessary for registration on the site <https://www.training.eomys.com>, in particular for the editing of personalized documents (invoice, badge, convention, convocation, certificate of attendance). Finally, data processing by EOMYS may meet a legal obligation (taxation or litigation management for example).

10. MISCELLANEOUS

1. The present conditions are governed by French law.
2. The present general terms and conditions of sale cancel and replace all previous general terms and conditions whose date is earlier.
3. In the event that one of the provisions of the present terms and conditions is considered invalid by virtue of a present or future legal or regulatory provision or a court decision having the force of res judicata and emanating from a competent court or body, this provision shall be considered unwritten, all other provisions of the general terms and conditions remaining binding between the Parties.