

General terms and conditions of sale for the provision of services

Effective March 15, 2023

Article 1 - Content and scope

These general conditions of sale apply automatically to the following services:

- Online courses on data protection and privacy, in Spanish, French and English.
- Training programme (individual and in groups) for the CIPP/E certification online and in English.
- Consulting services on data protection.
- External Data Protection Officer (DPO as a Service) and assistance to the Data Protection Officer.

The sale of services is deemed to be concluded on the date of full payment of the price of the service.

Any purchase implies the unreserved acceptance of these general conditions of sale which prevail over all other conditions, except those that have been expressly accepted by RECITAL ONE.

The Client declares to have read these general conditions of sale and to have accepted them before his purchase.

Article 2 - Pre-contractual information

2.1 Prior to the conclusion of the contract, these general conditions of sale are communicated to the Client, who acknowledges having received them.

2.2 The following information shall be communicated to the Client in a clear and comprehensible manner:

- the essential characteristics of the various services.
- the price of the services.
- the method of calculating the price and, if applicable, any additional freight, delivery, postage, and other costs.

2.3 RECITAL ONE shall provide the Client with the following information:

- their name or company name, the geographical address of their establishment and, if different, that of the registered office, telephone number and e-mail address.
- the terms of payment, and execution of the contract, as well as the modalities provided by the professional for the processing of complaints.
- the duration of the contract, where it is concluded for a fixed term, or the conditions for its termination in the case of a contract of indefinite duration.

2.4 RECITAL ONE shall indicate, in relation to the digital content:

- any relevant interoperability of that content with certain hardware or software of which the Client is or ought reasonably to be aware.
- the necessary system requirements (the version of the Internet browser, in particular...)

2.5 With regard to the provision of services, RECITAL ONE shall provide the following additional information before the conclusion of the contract or, in the absence of a written contract, before the performance of the service:

- information relating to its contact details, its service provision activity, and other contractual conditions.

2.6 RECITAL ONE must communicate to the Client, or make available to him, the following information:

- status and legal form, contact details to get in touch quickly and communicate directly with him.
- where applicable, the registration number in the Trade and Companies Register or the Trade Register.

Article 3 – Conclusion of the online contract

Pursuant to Article 1127-1 of the French Civil Code, the offer of services offered exclusively online states:

1° The different steps to follow to conclude the contract electronically.

2° The technical means allowing the recipient of the offer, before the conclusion of the contract, to identify any errors made in the entry of data and to correct them.

3 ° The languages proposed for the conclusion of the contract among which must appear the French language.

4 ° If applicable, the terms of archiving of the contract by RECITAL ONE and the conditions of access to the archived contract.

5° The means of consulting by electronic means the professional and commercial rules to which the RECITAL ONE intends, where appropriate, to submit.

The confirmation of registration will constitute formation of the contract.

It implies full acceptance of these general conditions of sale and obligation to pay for the products or services ordered.

The Client will receive instructions for the payment of the services and will receive confirmation by e-mail of the payment of his order as well as an acknowledgment of receipt confirming it. He will be the recipient of a copy of these Terms and Conditions.

Article 4 - Quotation

For services giving rise to the establishment of a prior quote, the sale will be considered final only after establishment of a quote accepted by the Client.

Article 5 - Cancellation-Postponement-Absences

5.1 Any request for cancellation by the Client must be made in writing to the following address: info@recitalone.com.

- For the Professional Client:

When the cancellation request is received 20 calendar days before the start of the training, RECITAL ONE reserves the right to retain 50% of the price of the training as compensation.

In the event of a cancellation request, or in the event of the Client's absence on the date of the start of the online training, RECITAL ONE reserves the right to retain 100% of the total price of the training as compensation.

- For the Consumer Client:

When the cancellation request is received at the end of the withdrawal period of 14 days and before the start of the online training, RECITAL ONE reserves the right to retain 50% of the price of the training as compensation.

In the event of a request for cancellation, abandonment, or interruption, made during the online training programme, RECITAL ONE reserves the right to retain 100% of the price of the training as compensation.

5.2 RECITAL ONE reserves the right to cancel or postpone an online training programme when the minimum number of participants is not reached.

In case of cancellation of online training by RECITAL ONE the sums paid are refunded to the Client.

In case of postponement of the online training dates, RECITAL ONE proposes new dates. Subject to the Client's agreement on the new dates, the sums already paid will be charged to the price of the new training programme; in case of refusal of the Client, these sums will be refunded.

In the event of early termination of the online training programme by RECITAL ONE for a reason beyond its control, the contract is automatically terminated, and the price of the services will be calculated in *proportion* to their expected value on the date of registration.

In any case, the cancellation or postponement of training cannot give rise to the payment of damages, for any reason whatsoever.

Article 6 - Price

6.1 The pricing conditions of the training courses appear on the website. The prices of the services are not subject to VAT; they are expressed in euros.

6.2 RECITAL ONE reserves the right to modify its prices at any time. The prices of online training services are those appearing on the website on the day of the order.

The prices of other individualized services are indicated at the request of the Client made by email to the following address: info@recitalone.com.

Article 7 - Payment

Unless otherwise expressly provided for in the special conditions, payment of the price is made:

- For online training: cash by bank transfer and in full at the time of ordering. No order can be considered in the absence of a full payment on this date.

- For consulting services: cash by bank transfer, half at the beginning of the consulting assignment and the other half at the end of the consulting assignment.

Payments made by the Client will only be considered final after actual receipt of the sums due by RECITAL ONE.

Article 8 - Intellectual property

All technical documents, products, drawings, photographs given to Clients remain the exclusive property of RECITAL ONE sole owner of the intellectual property rights on these documents and must be returned to RECITAL ONE upon request.

Clients undertake not to make any use of these documents likely to infringe the industrial or intellectual property rights of RECITAL ONE and undertake not to disclose them to any third party.

Article 9 – Applicable law

All disputes to which the purchase and sale transactions concluded pursuant to these general conditions of sale could give rise, concerning both their validity, interpretation, execution, termination, and consequences and which could not be resolved amicably between RECITAL ONE and the Client, shall be subject to French law and to the competent courts under the conditions of common law.

For the definition of the competent court, RECITAL ONE elects domicile: 7, *Impasse des Hortensias*; 40230 SAINT VINCENT DE TYROSSE (France).

Article 10 - Language of the contract

These general conditions of sale are written in French. If they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

Article 11 – Mediation

In accordance with the provisions of Articles L. 611-1 to L. 616-3 and R 612-1 of the French Consumer Code, the consumer Client is informed that he may have recourse to a consumer mediator under the conditions provided for by Title I of Book VI of the French Consumer Code.

The consumer Client may submit the dispute to the Landes Mediation Chamber (*Chambre de Médiation des Landes*) located at Cours Pasteur 40100 DAX (France), which will independently try to bring the parties together to obtain an amicable solution.