

# General terms and conditions

## 10 Billion Solutions

### General Terms for the Purchase of Goods and Services

This Purchase or Services Agreement ("Agreement") is entered into on the DAY, MONTH, Of YEAR of either the Client acceptance of the quote from 10 Billion Solutions, or the acceptance by 10 Billion Solutions of the Client's order, and is entered between 10 Billion Solutions, a company registered in the Versailles Trade and Companies Register under SIRET number 88763271900019, whose registered office is located at 18 rue de la Salle, Saint Germain en Laye 78100, France, hereinafter referred to as "Service Provider" and Your Company or Yourself as an individual, hereinafter referred to as "Client." The Service Provider and the Client shall be collectively referred to as the Parties.

You acknowledge that your electronic assent constitutes your acceptance to the Agreement for each written or electronic purchase or transaction you enter. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have the legal authority to bind that entity to this Agreement. Under this Agreement, the Service Provider will provide Goods or Services to Client under the conditions established by the following General Services Terms & Conditions. The parties agree as follows:

#### 1. Acceptance

By accepting this Agreement and using Service Provider's Services ("Services"), Client agrees to be bound by all the Terms & Conditions of this Agreement.

#### 2. Provision of Services

Service Provider agrees to provide Client with Services consistent with Service Provider's portfolio of offerings. Any additional services outside of this portfolio can be provided under the provisions defined in sections 7, 8, 9 and 10 of this Agreement. Service Provider reserves the right to change or modify the features of the service plan when required in Client's best interest and/or due to changes in external circumstances, on 30 days written or e-mailed notice to Client. Client's continued use of Service Provider's services after receipt of such a notice of modification shall constitute Client's acceptance of and agreement to be bound by the Service Provider's modification of the terms and conditions of this Agreement.

#### 3. Agreement Term

Your use of Service Provider' services is governed by these General Services Terms & Conditions, any applicable Country Specific Terms that would be expressly specified in an addendum to this Agreement, and any specific terms of your Order.

The initial term of this Agreement shall commence on the date of purchase of services by Client and continue throughout the remainder of the agreed period in which this Agreement was executed (the "Initial Term"). After the Initial Term, this Agreement may be renewed with the use of contractual addendum for successive periods determined jointly by Client and Service Provider, or with automatic renewal at the end of each period, and/or until terminated by one of the parties as provided in this agreement.

#### 4. Termination without Cause

This section applies to open-ended contracts, with no Specific end-date established after the Initial Term.

(a) Client may terminate this Agreement at any time, for any reason, by providing 30-day notice to Service Provider in writing and requesting that Client's account be canceled. All Client termination notifications must be submitted by Client's principal or authorized representative. In the event of a cancellation, Service Provider will not refund amounts already billed for the current monthly service period in which Client terminates the Agreement. Any amounts paid in advance by Client for future services following the current monthly service term will be pro-rated to 30 days from the date of the cancellation notice and refunded by Service Provider within 60 days. In the case of paid digital marketing campaigns, there is a €400 account/s termination fee to be added (or subtracted) from the final pro-rated amount once all accounts have been reconciled with all third-party advertising channels.

(b) Service Provider may terminate this Agreement at any time, for any reason, by providing written or e-mail notice of termination to Client's primary website e-mail contact address no less than 30 days prior to the service termination.

(c) If either Party terminates this Agreement, Service Provider will create a back up of any and all Client's content and assets created in the course of the Agreement as an archive file and send them to Client either as an attachment to an e-mail or via other cloud file transfer process or mail them to Client in the form of a portable storage device for a €150 content back-up fee. Service Provider will have no liability for any data that was not saved by Client prior to termination of service and will not archive any data after sending the files to Client.

## 5. Termination for Cause

In the event of a breach by one Party of any of its contractual obligations, this contract will be terminated by operation of law if the other Party so wishes. The termination will take effect at the end of a period of thirty (30) days after the defaulting Party has been given formal notice to perform its obligations, by registered letter with acknowledgement of receipt, and if this remained unsuccessful.

Client agrees to abide by the terms of this Agreement and by Service Provider's general use policies as set forth in this Agreement. Service Provider may change its use policies on 30 day written notice to Customer by e-mail message. Any violation by Client of the terms of this Agreement or of Service Provider's general use policies shall be grounds for immediate termination of Client's account for cause. If Service Provider terminates Client's account for a violation of this Agreement, Service Provider shall not be required to refund any amounts billed for the billing period in which Service Provider terminates Client's services.

## 6. Fees and Payment Terms

Client agrees to pay Service Provider set forth for all Services purchased by Customer in accordance to Service Provider's pricing as published on Service Provider's Website and/or submitted by quote to Client. Service Provider will charge you fees in accordance with your Order. All project refunds after receiving a signed agreement are subject to a 30% project set-up and management fee. In special circumstances where the costs associated with the service as well as the demand and opportunity cost are particularly high, this percentage could be as high as 70%. No refunds will be issued after work on your project has already started.

Unless you have made other arrangements, Service Provider will invoice as follows: (i) for recurring fees, in advance, on or around the first day of each billing cycle, and (ii) for non-recurring fees, on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at Service Provider's option. Unless otherwise agreed in the Order, your billing cycle will be monthly, beginning on the date that Service Provider first makes the Services available to you.

For projects necessitating very high upfront production expenses to be paid by Service Provider, and with early notice of this need communicated to Customer, Service Provider may request a 50% advance payment on the total value of the contracted Services be made, prior to those expenses being incurred by Service Provider.

Service Provider may suspend all Services (including Services provided pursuant to any unrelated Order or other agreement we may have with you) if your payment has not been received after 30 days from the due date of your invoice, OR if our charges to your credit card or bank account are rejected for any reason. Service Provider may charge interest on overdue amounts at a rate of 10% per year (or the maximum legal rate if it is less than 10% p.a.), in addition to a standard administrative fee of 40 euros. If any amount is overdue by more than sixty (60) days, and Service Provider brings a legal action to collect, or engages a collection agency, you must also pay Service Provider's reasonable costs of collection, including attorney fees and court costs. All fees are stated and will be charged in Euros. Any "credit" that we may owe you, such as a credit for failure to meet a Service Level Agreement, will be applied to fees due from you for Services, and will not be paid to you as a refund.

Charges that are not disputed within sixty (60) days of the date charged are conclusively deemed accurate. You must provide Service Provider with accurate factual information to help Service Provider determine if any tax is due with respect to the provision of the Services, and if Service Provider is required by law to collect taxes on the provision of the Services, you must pay Service Provider the amount of the tax that is due or provide satisfactory evidence of your exemption from the tax. You authorize Service Provider to obtain a credit report at any time during the term of the Agreement.

## **7. Warranty against Unlawful Use**

Client warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid country and local laws and regulations, whether specifically prohibited elsewhere in this Agreement or not. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of Client's account for cause.

## **8. Liability; No Warranty; Limitation of Damages**

(a) Client expressly agrees that use of Services provided by Service Provider is at Client's sole risk.

(b) Service Provider guarantees full due diligence and application of all necessary means, in performing the Services that have been contracted.

(c) Service Provider, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their services, unless otherwise expressly stated in this Agreement.

(d) Service Provider, its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to natural disasters, communication failure, theft, destruction, user error, or unauthorized access to Service Provider's records, programs, or services.

(e) Service Provider makes no warranties or representations of any kind, express or implied, for the services it is providing. Service Provider also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

## **9. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights**

(a) Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, or any form of intellectual property

applied to the marketing of products or services belongs to Service Provider. These products, services and intellectual property are only for Client's use in connection with Services provided to Client as outlined in this Agreement and are not, in any way, transferable to Client or to a third party assigned by client upon termination of this Agreement.

(b) Client expressly warrants to the Service Provider that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Service Provider for use as part of the present Agreement.

## **10. Indemnification**

Client agrees to defend, indemnify, and hold Service Provider harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Service Provider, its agents, servants, officers, and employees, that may arise or result from any Service provided or performed or agreed to be performed or any product sold by Client, Client's agents, employees, or assigns. Client further agrees to defend, indemnify, and hold harmless Service Provider against liabilities arising out of:

(a) Any liability to Service Provider arising by virtue of any use of Service Provider's services by Client for any unlawful purpose, or in violation of any valid country or local law or regulation;

(b) Any injury to person or property caused by any products sold or otherwise distributed in connection with Services provided to Client;

(c) Any material supplied by Client infringing or allegedly infringing on the property or proprietary rights of a third party;

(d) Copyright or trademark infringement by Client, or violation by Client of intellectual property rights of any other party; and

(e) Any defective product which Client sold or distributed by means of Services.

Client agrees that the liability limit of Service Provider shall in no event be greater than the aggregate euros amount which Client paid during the terms of this Agreement, including any reasonable attorneys' fees and court costs.

## **11. Force majeure**

Neither of the Parties may be held responsible for its delay or failure to perform its contractual obligations if this delay or failure is due to the occurrence of an event of force majeure in the sense usually used by the jurisprudence of French courts.

The Party facing such an event must inform the other Party without delay and by registered letter with acknowledgement of receipt. The letter must contain a description of the event, and if possible, an estimate of its duration.

The execution of the contract will be suspended until the force majeure event disappears, is extinguished or ceases. If the case of force majeure continues beyond a period of thirty (30) days, each Party may terminate the contract at any time by sending the other Party a registered letter with acknowledgement of receipt, without notice and without compensation on either side.

## **12. Confidentiality**

The Parties undertake to preserve the confidentiality of information communicated by the other Party, directly

identified as "confidential" or which may reasonably be considered as such, whatever its nature (commercial, financial, legal, etc.) or the way it is communicated (paper, electronic, oral, etc.).

The Party receiving confidential information shall not disclose it to third parties. It also undertakes to limit internal communication to what is strictly necessary for the performance of this contract. It guarantees that its personnel will respect this obligation.

Each Party shall devote to the protection of the confidential information of the other Party the same means as those used for the protection of its own information.

Information shall not be considered as confidential if it is:

- known to the receiving Party prior to the conclusion of this confidentiality agreement, or which it has legitimately obtained from a third party independently of the contract; or
- has become public knowledge without breach of this confidentiality agreement.

This confidentiality undertaking shall remain valid between the Parties for a period of five years after the end of their contractual relationship.

Service Provider agrees that it will not use or disclose Customer Data. Customer Data is and at all times shall remain the exclusive property of Client and will remain in the exclusive care, custody, and control of Client.

The Client's logo may appear, unless expressly indicated by the Client, on the Service Provider's Website in the client section, in the section entitled "We work together".

### **13. Personal data**

The personal data collected within the framework of this contract may be subject to computerized processing by both parties, acting as the data controller, for the purposes of carrying out the service, the billing and collection.

The legal basis for this processing is the execution of this contract and the respect of the legal obligations of both parties.

The data collected is kept for the time necessary to fulfill the purposes of this contract.

In accordance with the legislation in force, the Customer has the right to ask the data controller for access to personal data, for rectification or deletion of such data, or for a limitation of the processing relating to the person concerned, or the right to object to the processing and the right to data portability. He or she may also lodge a complaint with the National Commission for Data Processing and Liberties.

### **14. Severability**

In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

### **15. Waiver**

No waiver by Service Provider of any breach by Client of any provision of this Agreement shall be deemed a

waiver of any preceding or succeeding breach of this Agreement. No waiver shall be effective unless it is in writing, and then only to the extent expressly set forth in such writing.

## **16. Governing Law, Arbitration**

This Agreement is subject to French law and the parties submit to the exclusive jurisdiction of the French courts in connection with any dispute hereunder.

In case of disputes, the settlement will occur as follows:

- (a) Complaint  
The Parties undertake to try to settle their dispute amicably before bringing the matter before the competent court.
- (b) Mediation  
In the event of a dispute, the Customer may have recourse to an independent mediator in the Île-de-France region, France, who will be responsible for finding an amicable solution.
- (c) Competent court  
In the absence of an amicable agreement, pursuant to Articles 42 and 46 of the Code of Civil Procedure and Article L. 141-5 of the Consumer Code, any dispute relating to this contract, including its signature, interpretation, performance, termination and post-contractual obligations, shall be brought, at the option of the plaintiff, either before the court of the defendant's domicile, or before the court of the place where the service was provided, or finally before the court of the place where the Client resides on the day of conclusion of the present contract.

## **17. Entire Agreement**

This Agreement shall constitute the entire agreement between Client and Service Provider, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

The only exception is in case Client is contracting for Online or In-Person (taught) Training, in which case the Standard Terms for the Purchase of Online and Taught Courses are additional to the present Agreement.

I have read and understood 10 Billion Solutions' terms and conditions. I agree that they form a binding contract between Service Provider and me, the Client.

# Specific terms and conditions for online and taught courses

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## Additional Terms for the Purchase of Online and Taught Courses

These terms and conditions apply to Online and Taught Courses Services provided by 10 Billion Solutions (company registered under number 887 632 719 R.C.S. Versailles) of 18 rue de la Salle, 78100 Saint-Germain-en-Laye, France, with VAT number FR43887632719 ("10 Billion Solutions e.u.r.l." or "we" or "us").

These terms and conditions are in addition to our General Terms and Conditions and apply to the sale of any Online Course and/or Taught Course. Please read these terms and conditions carefully before purchasing an Online Course and/or Taught Course and print off a copy for your records.

If there is any conflict between our General Terms and Conditions, these terms and conditions and any Course Specific Terms and Conditions which might apply to a specific Online Course or Taught Course then the conflict shall be resolved by applying the following order of priority:

1. Course Specific Terms and Conditions;
2. These Standard Terms for the Purchase of Online and Taught Courses;
3. General Terms and Conditions.

### 1. Definitions

"Confidential Information" means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party's business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

"Course Materials" means the information provided by 10 Billion Solutions e.u.r.l. to accompany a course provided as part of the Services in hard copy or electronic form.

"Fees" means the fees paid by you to 10 Billion Solutions e.u.r.l. for the Services.

"Intellectual Property Rights" means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

"Online Course" means the delivery by us of an online course pursuant to which you learn course materials remotely.

"Services" means the provision of the Online Course and/or the Taught Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you.

"Taught Course" means a course taught by us in a classroom setting to which you attend in person.

"Website" means [www.10billionsolutions.com](http://www.10billionsolutions.com)

“you” means the individual or the company purchasing the Services.

## **2. The Services**

2.1. A description of the Services together with the dates on which the Services will begin are available on our Website and upon request. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

## **3. Ordering Services**

### **Purchasing Services via email**

3.1. To purchase a Service over email, please write to us at [academy@10billionsolutions.com](mailto:academy@10billionsolutions.com). You do not need to have registered for an account with us to purchase any of the Services via email.

3.2. When you place an order for a Service via email you are offering to purchase the Services on these terms and conditions. 10 Billion Solutions reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.5 below.

3.3. Following receipt by us of your order for Services via email we will contact you confirming receipt of your order.

3.4. A legally binding agreement between us and you shall come into existence when we have:

- (a) accepted your offer to purchase Services from us by sending you a confirmation email; and
- (b) received payment of the relevant Fees from you in accordance with clause 5 below.

3.5. Where your order consists of multiple Online Courses or multiple Taught Courses, each individual course will be treated by us as a separate offer to purchase. Acceptance of your offer to buy one or more courses will not be acceptance by us of your offer to purchase any other courses which make up your order.

3.6. 10 Billion Solutions e.u.r.l. does not and is not responsible for booking any examination with any professional body or examination board. It is your responsibility to ensure that you book prior to the relevant closing date any exam necessary that you wish to take and which may or may not be associated with the subject matter of the Services provided to you by 10 Billion Solutions e.u.r.l.

## **4. Cancellation and Variation**

4.1. Subject to clause 4.2 below, where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.5 above, then you are permitted within 14 working days starting on the day after the date we have concluded our agreement in accordance with clause 3.4, to cancel your purchase of the Services. In the specific event the Online Course has been purchased 14 working days or less prior to the start date of the course, and you wish to cancel without cause majeure less than 7 working days prior to the start date, no reimbursement will be entertained but we will make all best efforts to re-book you on a subsequent identical Course at no cost to you.

4.2. If you have purchased an Online Course and have already accessed, downloaded all or part of the Online Course and/or started to use that Online Course then you shall have no right to cancel your order.

4.3. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of Services, and any other cancellation and / or variation of course dates will be at the entire discretion of 10 Billion Solutions e.u.r.l.

4.4. In the event you are not able to attend the planned Taught Course you have contracted, and provided you notify 10 Billion Solutions of this inability of yours at least 48 hours before the contracted Course is planned to begin, no reimbursement will be entertained but we will make all best efforts to re-book you on a subsequent identical Taught Course at no cost to you. Should you notify us less than 48 hours before the contracted Course is planned to begin, or not notify us at all, no reimbursement will be entertained, and no guarantee will be made to re-book you on a subsequent identical Taught Course.

4.5. Some courses may have a very limited number of seats per session. Those are allocated "first come - first serve", on the basis of payment for the course having been received by 10 Billion Solutions. In the event that you are not ready to purchase soon after 10 Billion Solutions has sent you a confirmation email as per clause 3.4. (a) above, you are strongly encouraged to check back with 10 Billion Solutions by email immediately prior to purchasing the course online, in order to confirm availability for the specific dates you are interested in. If those dates are no longer available, we will propose alternative dates for the next sessions of the course, prior to you purchasing it. Should you have made payment for this course several days after receiving the confirmation email without checking back with 10 Billion Solutions and should the class have become fully booked in the meantime, 10 Billion Solutions will book you for one of the subsequent sessions of the course, at dates that will be confirmed with you.

## 5. Fees

5.1. The Fees for the Services, the cost of some Course Materials and any delivery costs payable in respect of the delivery of Course Material to you shall be as set out on the Website or as told to you via email prior to your purchase the Services, and latest at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services, the Fees are exclusive of VAT or other local taxes, if you are located outside of the European Union. VAT status within the European Union will depend on whether you are a company or an individual, and whether you are located in France or elsewhere in the European Union.

5.3. Save where specifically stated otherwise on the Website, all Fees shall be exclusive of any amounts payable to any professional body for registration and examination entry. These are payable by you directly to the relevant professional body or examination board and we accept no responsibility or liability for your failure to book your exam with the relevant professional body or examination.

5.4. Fees for the Service selected by you on the Website or purchased via email shall be credited from your bank to ours via bank transfer or credit card payment at the time of purchase. Fees must be paid in full prior to you attending any Taught Course or accessing any Online Course or Course materials.

5.5. You shall be responsible for all costs you incur in connection with your attendance at any Taught Courses or your access onto any Online Course.

## 6. Liability

6.1. Although 10 Billion Solutions e.u.r.l. aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programs or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.2. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 6.4 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.3. Subject to clause 6.4 below, 10 Billion Solutions e.u.r.l.'s total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Course or Taught Course in relation to which a dispute has arisen.

6.4. Nothing in this Agreement shall exclude or limit 10 Billion Solutions e.u.r.l.'s liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under French law may not be limited or excluded.

6.5. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

## 7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of 10 Billion Solutions e.u.r.l. or its licensors, whether adapted, written for or customized for the Client or not.

7.2. You are not authorized to:

(i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission from 10 Billion Solutions e.u.r.l.;

(ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

(iv) remove any copyright or other notice of 10 Billion Solutions e.u.r.l. on the Course Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive license to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and / or attending the Taught Course.

## 8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

## 9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- a. fail to pay your Fees when due;
- b. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of 10 Billion Solutions e.u.r.l., any teacher or lecturer who provides the Taught Courses or any student who attends any Taught Course;
- c. cheat or plagiarize any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
- d. steal or act in fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our Taught Courses;
- e. are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

## 10. Assignment

Any Services provided by us under these terms and conditions are personal to you / your company and cannot be transferred or assigned to any other person / other company.

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

## 11. Entire Agreement

These terms and conditions, together with the General Terms and Conditions and Course Specific Terms and Conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

## 12. Force Majeure

10 Billion Solutions e.u.r.l shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other natural disasters, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

## 13. Data Protection

13.1 The nature of the Online and Taught Courses Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

13.2 When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the course.

13.3 We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, unless you click on the relevant button on the Registration Form, provide you with communications. We will not pass any personal data onto anyone outside of 10 Billion Solutions e.u.r.l,

13.4. We may use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

13.5. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

13.6. 10 Billion Solutions e.u.r.l endeavors to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

13.7. If you wish to change or update the data we hold about you, please e-mail  
[academy@10billionsolutions.com](mailto:academy@10billionsolutions.com).

## **14. Notices**

You can contact us by any of the following methods:

**Email:** [academy@10billionsolutions.com](mailto:academy@10billionsolutions.com)

**Post:** 10 Billion Solutions e.u.r.l. 18 rue de la Salle, 78100 Saint Germain en Laye, France