

Terms of Sales

TERMS OF SALES

ARTICLE 1 – Champ d’application

These General Conditions of Sale apply, without restriction or reservation, to any purchase of online English, French and academic support course services ('the Services') offered by Madame Julie LE BEUZE operating under the commercial name "French Class teacher" ('the Service Provider') to consumers and non-professional clients ('The Clients or the Client') on its website www.frenchclassteacher.com

The main characteristics of the Services are presented on the Service Provider's website.

The Customer is required to read it before placing any order. The choice and purchase of a Service is the sole responsibility of the Customer.

These conditions apply to the exclusion of all other conditions, and in particular those applicable to other marketing channels for the Services.

They may be supplemented by special conditions and conditions of use, set out on the website, before any transaction with the Customer.

These General Conditions of Sale are accessible at any time on the website and will prevail, where applicable, over any other version or any other contradictory document.

Unless proven otherwise, the data recorded in the service provider's computer system constitutes proof of all transactions concluded with the Client.

In accordance with the Data Protection Act of January 6, 1978, reinforced and supplemented by the GDPR (general data protection regulations) which came into force on May 25, 2018, the Customer has, at any time, a right of access , rectification, opposition, erasure and portability of all of their personal data by writing, by mail and providing proof of their identity, to:

Mrs. Julie Le Beuze

Nom commercial « FRENCH CLASS TEACHER »

28 Mule Road

44600 Saint-Nazaire

SIREN : 860.568.895

09.72.63.98.57

contact@frenchclassteacher.com

The Customer declares to have read these General Conditions of Sale and to have accepted them by checking the box provided for this purpose before implementing the online ordering procedure.

The Client acknowledges having the required capacity to contract and acquire the Services offered on the website www.frenchclassteacher.com

In this sense, the Customer certifies that he is over 15 years old if he himself purchases the Services offered by the Service Provider.

Failing this, the purchase of the Services is deemed to have been made by the Client's legal representative.

These General Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is that in force on the website on the date the order is placed.

Validation of the order for Services by the Customer constitutes acceptance without restriction or reservation of these General Conditions of Sale.

ARTICLE 2 – Orders

The Customer selects the services he wishes to order on the site, according to the following methods:

Registration for one of the course sessions appearing on the agenda proposed by the Service Provider,

If no course session offered corresponds to the Client's expectations, the latter responds to an optional questionnaire, in order to schedule a personalized session.

The Customer must provide their identity (first and last name), their email address and their educational level.

A registration confirmation email will then be sent for each registration made.

A connection link « zoom, meet ou whatsapp » will be communicated to the Client by email to allow them to access the online course on the agreed date, after payment of the price of the session.

The contractual information is presented in French and is subject to confirmation at the latest when the order is validated by the Customer.

An order is registered on the Service Provider's website when the Customer accepts these General Conditions of Sale by checking the box provided for this purpose and validates their order.

The Customer has the possibility to check the details of his order, its total price and to correct any errors before confirming his acceptance (article 1127-2 of the Civil Code). This validation implies acceptance of all of these General Conditions of Sale and constitutes proof of the sales contract.

The sale of Services will only be considered final after confirmation of acceptance of the order by the Service Provider has been sent to the Customer, by email and after receipt by the latter of the full price.

Any order placed on the website www.frenchclassteacher.com constitutes the formation of a contract concluded remotely between the Client and the Service Provider.

The Service Provider reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

ARTICLE 3 – Prices

The Services offered by the Service Provider are provided at the prices in force on the website www.frenchclassteacher.com.

Prices are set in accordance with the provisions of article 293B of the CGI, providing for VAT not applicable for services not exceeding a certain threshold of annual turnover.

These prices are firm and cannot be revised during their period of validity, as indicated on the website, the Service Provider reserving the right, outside this period of validity, to modify the prices at any time.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is drawn up by the Service Provider and given to the Client upon provision of the Services ordered.

ARTICLE 4 – Payment conditions

The price is payable in cash, in full on the day the order is placed by the Customer, according to the terms specified in the “Orders” article above, by secure payment via the “Stripe or Wise” platform.

The Service Provider will not be required to provide the Services ordered by the Customer if the price has not been previously paid in full under the conditions indicated above.

Payments made by the Client will only be considered final after actual collection of the sums due by the Service Provider.

ARTICLE 5 – Provision of Services

The Services ordered by the Customer will be provided on the date of the support session chosen by the Customer prior to validation of their order.

The agenda for support sessions is established unilaterally by the Service Provider.

The Client certifies having read this agenda and thus the course dates proposed by the Service Provider prior to their registration request.

The Client certifies having been aware of the need to have computer equipment (computer, microphone, webcam, smartphone, tablet) and an adequate internet connection in order to enable the provision of the Service Provider's services.

ARTICLE 6 – Cancellation of Services ordered

For any cancellation of a course session at the initiative of the Client, for any reason other than force majeure and outside the withdrawal period, made at least 24 hours before the date of the online course session, the Client may request the allocation of a credit for the purpose of being able to register for a subsequent course session. Registration for a subsequent session must be made within 3 months from the initial date of the canceled support session. No refunds will be made.

For any cancellation of a course session at the Customer's initiative, for any reason other than force majeure and excluding the withdrawal period, less than 24 hours before the date of the online course session, the price will remain acquired by the Service Provider without possibility of having consented or of postponing the session.

If the Customer is absent, without prior information, from one of the support sessions provided, the Customer will not benefit from a credit and no reimbursement can be requested.

The Service Provider has no obligation to notify the Client's legal representatives in the event of the latter's absence from one of the online course sessions.

For any cause other than force majeure or the act of the Customer, if the Services ordered have not been provided on the agreed date, and if the service cannot be postponed to a date agreed jointly by the Parties, the sale may be resolved at the written request of the Customer under the conditions provided for in articles L 216-2 L 216-3 and L241-4 of the Consumer Code.

The sums paid by the Customer will then be returned to him at the latest within fourteen days following the date of termination of the contract, excluding any compensation or withholding.

ARTICLE 7 – Customer obligations

The Client acknowledges that his registration for the online course offered by the Service Provider requires a respectful attitude towards the Service Provider and other clients assisting with online support.

Any behavior by the Client affecting the smooth running of the course session may be sanctioned by exclusion of the Client under the conditions mentioned in article 10.1 hereof (termination for serious breach of the parties' obligations).

ARTICLE 8 – Liability of the service provider – Guarantee

The Service Provider guarantees, in accordance with legal provisions and without additional payment, the Client, against any lack of conformity or hidden defect relating to the performance of the services ordered.

In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 5 days from the provision of the Services.

The Service Provider will reimburse the Services deemed defective as soon as possible and at the latest within 14 days following the Service Provider's observation of the defect or defect. Reimbursement will be made by transfer sent to the Customer.

The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client and the Service Provider cannot be considered responsible or defaulting for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French jurisprudence.

The Services comply with the regulations in force in France. The Service Provider cannot be held liable in the event of non-compliance with the legislation of the country in which the Services are provided, which it is up to the Client, who is solely responsible for the choice of the Services requested, to verify.

ARTICLE 9 – Withdrawal period

9.1 Services performed beyond the withdrawal period of 14 days from payment of the registration request.

In accordance with the legal provisions in force, the Customer has a period of 14 days from payment of the Service to exercise his right of withdrawal from the Service Provider, without having to justify reasons or pay a penalty, for the purpose of exchange or refund.

The Customer exercises his right of withdrawal by informing the Service Provider of his decision to withdraw by sending, before the expiration of the stipulated period, an unambiguous written document (mail or email), expressing his desire to withdraw. . The Service Provider will then have 14 days to reimburse the amounts paid by the Client.

9.2 Services performed on a date agreed by the Parties before expiry of the withdrawal period of 14 days from payment of the registration request

In accordance with the provisions of article L 221-28 of the Consumer Code, for services carried out before the end of the withdrawal period at the request of the customer on a date determined by the parties, the order for the service carried out will not benefit from the right of withdrawal. The contract is therefore definitively concluded upon payment of the registration made by the Customer according to the terms specified in these General Conditions of Sale.

ARTICLE 10 – Protection of personal data

In application of the law 78-17 of January 6, 1978 modified by law n°2018-493 of June 20, 2018, it is recalled that the personal data requested from the Customer are necessary for the processing of their order and the preparation of invoices, in particular.

This data may be communicated to any partners of the Service Provider responsible for the execution, processing, management and payment of orders.

The processing of information communicated via the Service Provider's website meets legal requirements regarding the protection of personal data, the information system used ensuring optimal protection of this data.

The Customer has, in accordance with the national and European regulations in force, a right of permanent access, modification, rectification, opposition to portability and limitation of processing with regard to information concerning him.

ARTICLE 11 – Intellectual property

The content of the website www.frenchclassteacher.com is the property of the Service Provider and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and may constitute an offense of counterfeiting.

Likewise, all media, content, and other elements allowing the execution of the Service Provider's Services remain the exclusive property of the Service Provider.

The Service Provider remains the owner of all intellectual property rights over the videos, audios, articles, etc., produced (even at the Client's request) for the provision of the Services to the Client.

The Client therefore refrains from any reproduction or exploitation of said videos and audios, articles, etc., without the express, written and

prior authorization of the Service Provider who may condition it on financial compensation.

ARTICLE 12 – Force majeure

The Parties cannot be held responsible if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure, within the meaning of article 1218 of the Civil Code.

ARTICLE 13 – Applicable law – Language

These General Conditions of Sale and the operations resulting from them are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text will be authentic in the event of a dispute.

ARTICLE 14 – Disputes

All disputes to which the purchase and sale operations concluded in application of these general conditions of sale could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences and which could not have been resolved between the seller and the customer will be submitted to the competent courts under the conditions of common law.

The Customer is informed that he can in any case resort to conventional mediation, in particular with the Consumer Mediation Commission (C. consumption art. L 612-1) or to existing sectoral mediation bodies, or to any alternative method of dispute resolution (conciliation, for example) in the event of a dispute.

ARTICLE 15 – Pre-contractual information – customer acceptance

The Customer acknowledges having been informed, prior to the immediate purchase or the placing of his order and the conclusion of the contract, in a clear and understandable manner, of these General Conditions of Sale and of all the information listed in the article L.221-5 of the Consumer Code, and in particular the following information:

- the essential characteristics of the services,
- the price of services (delivery, for example);
- in the absence of immediate execution of the contract, the date or deadline by which the Service Provider undertakes to perform the Service,
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if they do not emerge from the context,
- information relating to legal and contractual guarantees and their implementation methods,
- the functionalities of the digital content and, where applicable, its interoperability,
- the possibility of resorting to conventional mediation in the event of a dispute.

The fact for a natural (or legal) person to make an immediate purchase or order a Product or Service implies full and complete adherence and acceptance of these General Conditions of Sale and obligation to pay for the Products or Services ordered, which is expressly recognized by the Client, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Service Provider.

