

PREVOR SARL  
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## **GENERAL CONDITIONS OF SERVICE**

*Declaration of activity registered with the Prefet of Oise Region  
under the number 119 50 227 395*

### **1- SCOPE OF APPLICATION**

This subscription service is governed by the present General Conditions of Service for trainings (« General Conditions »), exclusive of any other document or condition. By consequence, any subscription made by the customer on the website [www.prevor.com](http://www.prevor.com) implies complete compliance with these General Conditions.

PREVOR reserves the right to modify these General Conditions at any time. The new General Conditions, will be made known to the customer by online modification and will only apply to the sales that are conducted after the amendment.

### **2- OFFERS OF SUBSCRIPTION**

The various offers of subscription are set out in the heading “e-learning” on [www.prevor.com](http://www.prevor.com) website. The offers of subscription are opened to companies as well as to individuals.

The duration of each offer of subscription is 2 (two) months as from the validation of the order. During this period the customer will be able to watch as much as he/she wants without any limit. **The offers exclude all right to download or reproduce the training, in full or in part.**

The prices in force for the different offers of subscriptions are those displayed on the website on the date of recording of the order. PREVOR reserves the right to modify them at any time. Prices are indicated in euros, VAT included. All the orders are payable in euros and any changes in the VAT rate will be automatically applied to the prices.

### **3- METHODS OF SUBSCRIPTION – RIGHT OF WITHDRAWAL**

The validation by the customer of its order is worth acceptance of these general terms, fully and without reserve. To confirm his order, the customer must double click and proceed to the payment. An acknowledgement of delivery will be addressed to him once the payment has been made, to the e-mail address indicated in the order form. This acknowledgement of delivery by PREVOR is worth acceptance of the order and confirms the transaction.

The customer has a right of withdrawal within 7 (seven) days after the validation of its order provided that he/she did not access to any training during this time. The customer who wants to exercise his right of withdrawal must contact PREVOR by email with confirming receipt at [webmaster@prevor](mailto:webmaster@prevor), stating identification and references of the order. At reception of the email, and after a verification of the connection, PREVOR will proceed to the reimbursement of the payment within 30 days.

The customer recognizes that the data recorded on the website constitute the proof of the transaction, and the data recorded by the system of payment, the proof of the financial transaction.

Cookies must be turned on to order on the website.

### **4- PAYMENT**

The payment of the subscription is carried out on line, by secure payment and in euros.

PREVOR has called on « Ogone » to be its provider, being a leader on its market in Europe.

### **5- USER AUTHENTICATION**

When the customer first visit the website, he is invited to complete the registration procedure in order to choose an identification and associated password.

These user identification and password are strictly personal, and will be necessary for the customer to access his account, to carry out his orders and during all communication with PREVOR, relating to the products sold on line.

Any loss or forgetfulness of this identification and/or password will have to be communicated to PREVOR in the customer area and will be reset.

### **6- LIABILITY**

PREVOR offers its services of subscription in accordance with the French regulation. PREVOR may not be held liable for the non-observance of the legislation of another country.

PREVOR cannot guarantee that the proposed services will face no interruption. The provision of services is therefore limited to a duty of due care.

PREVOR cannot be held liable for breach of contract in case of *force majeure*, technical malfunction, fault in the telecommunication network. PREVOR will not incur any responsibility for all consequential damages because of present, trading loss, loss of profit, damages or expenses which could occur.

Training courses offered by PREVOR are in conformity with the French legislation into force.

## **7- COMPLAINTS**

Complaints must be sent to PREVOR, Moulin de Verville 95760 Valmondois, in letter with acknowledgment receipt or by fax with confirming receipt at the number + 01.30.34.76.70 or by email with confirming receipt at [webmaster@prevor.com](mailto:webmaster@prevor.com)

## **8- INTELLECTUAL PROPERTY**

All the training courses available on the website, all the marks and logos reproduced, the programs and/or technologies provided on the website, all the texts, comments, work, illustrations and pictures reproduced are reserved, for the whole world, under droit d'auteur and intellectual property.

The present General Conditions grant no right to transfer intellectual property to any customer. The user is therefore forbidden from reproducing and/or from using brand names, trademarks and logos present on the website. He is also forbidden from copying, modifying, translating, diffusing, selling, publishing whole or part of information present on the site.

Any infringement of these provisions shall render the offender and any responsible parties liable to civil and criminal proceedings.

## **9- PERSONAL DATA**

PREVOR recognizes all personal data contained in the subscription form as confidential information. Therefore, it shall be used only for transaction purpose and if necessary, for information purpose relating to the offer or to the products sold by PREVOR. These information will be the object of an automated treatment. In accordance with the data-processing law and freedoms of January 6th, 1978, the customer has a right of access, of correction and opposition to the personal data relating to it.

## **9- APPLICABLE LAW - JURISDICTION**

These General Conditions are governed by French Law. In the event of litigation, the French Courts will be only qualified.