



KISS THAT FROG

GENERAL TERMS AND CONDITIONS OF SALE

PRÉAMBULE

The training organization KISS THAT FROG, SIRET 838 186 310 00010, whose head office is located at 18 Route de la Surie, 78490 Grosrouvre organizes and provides professional training. Its activity as a training provider is registered with the DIRECCTE of Ile de France under the number 11756095475 and is DataDock registered.

The signing by the Client of these General Terms and Conditions of Sale (hereinafter "GTCS") implies their full and complete acceptance. The GTCS prevail over any other document of the Client, and in particular over any general conditions of purchase, except for a framework agreement or specific commercial agreement made with the Client. All other documents of KISS THAT FROG such as brochures, catalogues, etc. are only indicative. The fact that KISS THAT FROG does not take advantage, at a given moment, of any of the present conditions, cannot be interpreted as being worth renunciation to take advantage of it later.

1 - REGISTRATION

You can register by phone **+33 6 25 05 51 38**, by e-mail **formations@kissthatfrog.fr** or by post to the following address **KISS THAT FROG, 78 Route de la Surie 78490 Grosrouvre, France**. Your registration will be taken into account upon receipt of the professional training agreement or contract as well as these GTCS duly signed and bearing a commercial stamp (if possible).

For distance learning courses, it is the participant's responsibility to ensure that his or her computer equipment is properly configured before the course within the given timeframe.

2 - CANCELLATION- REPLACEMENT

To be taken into account, any cancellation must be communicated in writing.

Substitutions of participants are allowed at any time, without charge, provided that KISS THAT FROG is informed in writing and that the names and contact details of the substitute(s) are sent to KISS THAT FROG at the latest the day before the course.

You may cancel your registration at any time without charge provided that you notify KISS THAT FROG by registered letter with return receipt or by email with return receipt to **formations@kissthatfrog.fr** received no later than fourteen [14] calendar days prior to the date of the course.

In the event of cancellation received less than fourteen [14] calendar days before the date of the course (or the first module for a cycle or distance learning course), the registration fee remains payable in full to KISS THAT FROG.

Any course which the participant has not attended or has only partially attended is due in full.



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3 - RATES - PAYMENT

All prices are quoted exclusive of tax. They will be increased by the duties and taxes in force.

Our prices include the training, the educational documentation given during the training, and the electronic files made available if necessary. If you have any questions about our pricing conditions, please contact our customer service department on **+33 6 25 05 51 38** or by e-mail at **formations@kissthatfrog.fr**.

Unless otherwise agreed, full payment must be made 48 hours before the start of the course, in cash and without discount on receipt of invoice. In case of payment by an OPCO, we must receive the agreement of financing by your OPCO the agreement before the 1st day of the training. If KISS THAT FROG has not received the financing agreement, you will be invoiced for the full cost of the training. In case of partial coverage by the OPCO, the part not covered will be invoiced directly to you.

Any invoice not paid on the due date will automatically bear interest at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 (ten) points.

In the event of non-payment of a single invoice on its due date, all sums owed by the Client shall become immediately payable.

Any invoice recovered by our legal services shall be increased, by way of a non-reducible penalty clause within the meaning of Article 1231-5 of the Civil Code, by an indemnity fixed at 15 (fifteen) % of the amount of the sums due.

4 – LIABILITY - COMPENSATION

The employer, or as the case may be the participant, is obliged to subscribe and maintain, in anticipation and during the course of the training, a civil liability insurance covering bodily injury, material and immaterial damage, direct and indirect, which may be caused by his actions or those of his employees to the prejudice of KISS THAT FROG or the participants. He also undertakes to subscribe to and maintain a civil liability insurance policy which also names KISS THAT FROG as the insured for all prejudicial acts to third parties which would have been caused by his employee, and which contains a waiver of recourse clause, so that KISS THAT FROG cannot be pursued or made responsible.

5 – RIGHT OF CONTROL OF THE NATIONAL CONSUMER INSTITUTE

KISS THAT FROG reserves the right, if the number of participants in a course is deemed insufficient from a pedagogical point of view, to cancel the course at the latest fourteen [14] calendar days before the scheduled date.

KISS THAT FROG reserves the right to postpone the course, to modify the location of the course, the content of the program or to replace a facilitator, if circumstances beyond its control oblige it to do so.

KISS THAT FROG reserves the right, without compensation of any kind:

- To refuse any registration or access to a Client who is not up to date with his payments
- To exclude any participant who has made false declarations at the time of registration, without compensation.



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6 – INTELLECTUAL PROPERTY

In the context of respecting the intellectual property rights attached to the course materials or other educational resources made available to the participants of the training, the Client is prohibited from reproducing, directly or indirectly, in whole or in part, adapting, modifying, translating, representing, marketing or distributing to members of his staff who are not participants in the KISS THAT FROG training courses or to third parties, the said materials and educational resources without the express prior written authorization of KISS THAT FROG or of its beneficiaries.

7 – DATA PROCESSING AND LIBERTIES

KISS THAT FROG undertakes to ensure that the collection and processing of your personal data, carried out from the www.kissthatfrog.fr website, complies with the amended Law No. 78-17 of 6 January 1978, relating to data processing, files and freedoms (known as the "Data Processing and Freedoms Law") and Regulation (EU) No. 2016/679 of 27 April 2016 known as the "General Data Protection Regulation" (or "GDPR").

This policy describes how KISS THAT FROG is committed to collecting, using and protecting your personal data.

In accordance with the provisions of articles 39, 40, 41, and 42 of Law 78-17 of 6 January 1978 as amended, you may exercise your rights of access, rectification and opposition by contacting KISS THAT FROG - 18 Route de la Surie, 78490 Grosrouvre or by telephone **+33 6 25 05 51 38**.

8 – APPLICABLE LAW - ATTRIBUTION OF COMPETENCE THE PRESENT DOCUMENT IS GOVERNED BY FRENCH LAW.

In the event of a dispute concerning the interpretation or execution of one of these provisions, and in the absence of an amicable agreement between the parties, the commercial court of the training organisation's registered office will have sole jurisdiction.