

Climate School – Terms of Use (site Edapp)

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These terms of use (the “**Terms of Use**”) are entered into by the designated person registered on the EdApp Platform (hereinafter the “**User**”, “**Your**”, or “**You**”) and AXA Climate, (“**AXA Climate**”, “**We**”, “**Our**”, or “**Us**”), a French simplified joint-stock company (“*société par actions simplifiée*”) with its registered office at 61, rue Mstislav Rostropovitch 75017 Paris, France, registered with the Registry of Commerce and Companies of Paris under the number 493 363 378. These Terms of Use govern the conditions under which AXA Climate provides a training on sustainable transition (the “**Climate School**”) consisting of educational online courses (the “**Online Courses**”) hosted and accessible on the EdApp platform (“**EdApp Platform**”), available at: <https://web.edapp.com/#home>. These Terms of Use supplement the terms of service of EdApp Platform available at: <https://support.edapp.com/terms-of-service> (“**EdApp Terms of Service**”).

1. Acceptance of the Terms of Use and changes

Any access, view, and use of the Online Courses, is subject to compliance with all these Terms of Use. By clicking on the “I accept the Terms of Use” button, You acknowledge that You have read and understood them and are confirming Your agreement to be bound by the current version of these Terms of Use. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO ACCESS TO, VIEW OR USE THE ONLINE COURSES.

AXA Climate reserves the right to add, modify or remove and more generally update at any time, all or part of these Terms of Use. Any material change of these Terms of Use shall be notified to You by e-mail and/or by posting on AXA Climate’s hosting page on the EdApp Platform. You shall read the new version of the Terms of Use. By clicking on the “I accept the new version of the Terms of Use” button, You acknowledge that You have read and understood them and are confirming Your agreement to be bound by the new version of the Terms of Use. The last version of the Terms of Use’s date is specified hereinabove for Your reference.

2. Description of the Online Courses and Access to the Online Courses

The Online Courses include, but are not limited to, course content, written content, photos, recorded videos, and audio content (the “**Materials**”).

The Climate School, Online Courses and Materials may only be accessed and viewed by Users registered on the EdApp Platform in accordance with EdApp Terms of Service.

The User of the Climate School may be a natural or legal person. The User shall provide his/her full identity on the EdApp Platform, a valid email address as well as any mandatory information that is necessary for the registration of the online account (the “**Account**”). Any information must be updated as and when needed by You in order for Us to send You notices and/or any other information to Your e-mail address or through Your Account. When the User is a legal person (“**Corporate Client**”), the Corporate Client shall send by e-mail to the authorized Users (“**Authorized User**”) an access code to enable them to create their EdApp Account. Each User shall have a username and a password. The username and password are personal and cannot be shared with other users.

You are solely responsible for maintaining the confidentiality of Your username and password and for all activities that occur under Your username and password. You agree to report immediately and notify AXA Climate if You become aware of or have reason to believe that there is any unauthorized use of Your Account, of Online Courses or Materials, or any other breach of security, to the contact address provided on the EdApp Platform. AXA Climate is in no way liable for any claims related to the use or misuse of Your username and password due to the activities of any third party outside of Our control or due to Your failure to maintain their confidentiality and security.

You are permitted online access through the EdApp Platform to the Climate School, Online Courses and Materials.

AXA Climate grants You a limited, personal, revocable, non-exclusive, non-transferable license to access the Climate School, Online Courses and Materials for Your own personal and non-commercial use for the term agreed upon between the Corporate Client and AXA Climate when You are an Authorized User of a Corporate Client, and for any other User for a maximum term of 10 years.

In any event, You undertake to use the Climate School, Online Courses and/or Materials in a way that complies with all laws and regulations applicable in Your country.

Except as otherwise provided herein or in a separate agreement entered into between You and AXA Climate, You acknowledge and agree that You have no right to modify, edit, copy, sell, disseminate, distribute, duplicate, lease, reproduce, make available to the public, create derivative works of, reverse engineer, alter, enhance or in any way exploit all or part of the Online Courses or Materials in any manner or medium (including by email or other electronic means). You shall not remove any copyright notice or author designation from any part of the Online Courses and Materials. For the avoidance of doubt, any right not expressly granted to You pursuant to these Terms of Use is reserved to AXA Climate.

For permission to use the Online Courses and/or Materials beyond what is expressly provided herein, please contact Antoine Poincaré at antoine.poincare@axaclimate.com.

Your access to the Climate School may be suspended or revoked by AXA Climate at any time for failure to abide by these Terms of Use.

3. Charges and Payment

Depending on the cases, the access to the Climate School may be provided to the Users free of charge or in consideration of the payment of fees.

A free of charge access is provided (i) to Users that are individuals and considered as consumers under French law or (ii) to Corporate Clients that wish to make the Climate School available to their employees within the limit of the first ten (10) Authorized Users.

A payable access to the Climate School is provided to Corporate Clients with more than ten (10) Authorized Users. In this case, AXA Climate and the Corporate Client will enter into a separate agreement.

4. Privacy Policy

During the provision of the access to the Climate School, some of Your Personal Data may be collected and processed. For any further information concerning the processing of Personal Data, please refer to the [Privacy Policy](#).

5. Intellectual Property Right

All copyright, trademarks, design rights and other intellectual property rights (registered or not) and all content whatever located on the Online Courses shall remain vested in AXA Climate. In the event that AXA Climate is not the owner of the intellectual property rights, such rights shall remain the property of its licensors. You must abide by all copyright notices and restrictions contained on the Online Courses and/or Materials.

AXA Climate has implemented several measures and/or tools to prevent the dissemination to the public, the modification or any other unauthorized use of the Online Courses and to determine the source thereof. You therefore acknowledge and accept that such measures and/or tools may be used as evidence against You by AXA Climate, as the case may be, in the event of violation of AXA Climate's intellectual property rights.

You must not use the Online Courses or Materials in a manner that constitutes an infringement of AXA Climate's rights or a third party's rights or that has not been expressly authorized by AXA Climate.

Any unauthorized use of the Online Courses or Materials or any of its elements, is strictly prohibited, will be considered as an infringement of copyright and will be prosecuted in accordance with the provisions of articles L.335-2 et seq. of the Intellectual Property Code.

The names, images and logos identifying AXA Climate and its products and services are subject to copyright, design rights and trademarks of AXA Climate. Nothing contained in these Terms of Use shall be construed as conferring any license or right to use any trademark, design right or copyright of AXA Climate.

6. No warranty

The Online Courses content have been carefully created and checked at best of knowledge. However, all warranties, terms and conditions of satisfactory quality and fitness for purpose are excluded to the fullest permitted by law.

Online Courses and any Materials are provided on an "AS IS", and "AS AVAILABLE" basis and without any further warranties of any kind. AXA Climate makes no warranties, representations or undertakings whatsoever with respect to the Online Courses, whether on the content, the conditions or function of the Online Courses.

The Online Courses may be updated by AXA Climate at any time to reflect knowledge update, educational improvement or correct any formal or theoretical error that could be detected. However, AXA Climate shall not be held liable for any inadequacy, insufficiency, inaccuracy, error or defect of any kind in the Online Courses, tools or data provided as part of the Materials and of the Online Courses. AXA Climate shall not be liable for any damage suffered by the

User or any third party resulting from the use of the Online Courses and/or Materials out of the EdApp Platform and/or training program.

Any link in the Online Courses is not intended to be, nor should be construed as, an endorsement of any kind by Us.

The User assumes all responsibility for the access and the use of the Climate School and Online Courses.

7. Limitation of liability

You acknowledge that AXA Climate shall be liable only in cases of direct damages, or claims arising out of the gross negligence or willful misconduct of AXA Climate.

AXA Climate shall not be liable to You for any failure in the delivery of the Climate School and the Online Courses due to a cause beyond AXA Climate reasonable control, a third party's default or Your failure to comply with any of Your obligations.

Additionally, AXA Climate shall not be liable for any indirect damages, or for any claim or demand of any nature or kind arising out of, or in connection with, these Terms of Use or the performance or breach thereof. AXA Climate shall not be liable for any loss, damage, or claim arising from any act or omission occurring through any unauthorized use of any Online Courses or the Materials.

8. Disclaimer

The Online Courses are for training purposes only. AXA Climate shall not be liable to any party for the use of the Online Courses or the Materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by You to any third party.

9. Evidence

The Parties agree that all data, information, files and any other electronic element exchanged between them amount to admissible, valid and binding proof with the same probative value as a signed written document. The Parties undertake not to challenge the admissibility, validity, binding nature or probative value of the abovementioned elements, on the basis of their electronic format. The provisions of this paragraph apply, in particular, to the notice served by AXA Climate to the User with regard to amendments to the Terms of Use or to the acceptance of these amendments by the User in accordance with the terms provided herein.

The provisions of the preceding paragraph do not apply to the notices between the Parties that shall be served by registered letter with acknowledgment of receipt, as the case may be.

10. Applicable law and jurisdiction

The Terms of Use shall be governed by French law, and any disputes arising from it shall be subject exclusively to French Courts.

11. Miscellaneous

If any of these Terms of Use are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent that any term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms of Use and the remaining Terms of Use shall survive and continue to be binding and enforceable.

You may not assign any of Your rights and/or obligations under these Terms of Use to any other person. We may assign Our rights and/or obligations under these Terms of Use at any time and without Your prior consent.

Except if You have entered into a separate agreement with AXA Climate, these Terms of Use constitute the entire agreement between You and AXA Climate with respect to Your access and use of the Online Courses, superseding any prior agreements between You and AXA Climate regarding Your access and use of the Online Courses.