



General Terms and Conditions for Online Sales – Entrance Exam Fees

Article 1: SCOPE

The present General Terms and Conditions regulate the legal relations between the Service Provider and the Customer. The term “Service Provider” refers to the legal entity indicated in the Legal Information section of the currently visited website.

The term “Applicant” refers solely to the physical person wishing to take the Entrance Examination of the school indicated in the Legal Information section of the currently visited website as well as to the person financing the said Entrance Examination.

To gain admission to the school referred to in the legal Information section of the currently visited website, the applicant must take an Entrance Examination consisting of written and/or oral tests. When applying on-line, the applicant may be asked to choose a date for the written tests as well as a date for the oral tests. The proposed dates may be subject to change, and the applicant is advised to visit the school’s website to obtain more information concerning the tests and admission conditions.

Article 2: ACCEPTANCE OF TERMS AND CONDITIONS

The present General Terms and Conditions state the entirety of each party’s obligations. Thus, the Applicant is assumed to accept them without reservation.

The Service Provider and the Applicant agree that the present General Terms and Conditions exclusively govern their relationship. The Service Provider reserves the right to modify its General Terms and Conditions periodically; they become applicable as soon as they are published online.

Article 3: APPLICATION PROCESS & REGISTRATION CONFIRMATION

The Applicant who wishes to proceed with the online payment of his Entrance Examination fees must:

- Have sent his application form to the school indicated in the Legal Information section of the currently visited website,
- If you haven’t yet sent your application form, please do so as quickly as possible.
- In all cases, the Applicant must fill out the proposed survey.

After completing the online application, the applicant will receive an email from the school confirming receipt of the application. After receiving the application, any relevant documents, and payment, the school will process the application and send the admission decision to the applicant by postal mail or email.

In certain cases, in particular nonpayment, incorrect address, or another problem with the application, the Service Provider reserves the right to place the application on standby until the problem has been resolved.

Article 4: PRICE

The price for the entrance examination fees is the same as that which appears on the school's web site at the time of registration. The price is set in Euro and includes the VAT applicable on the day of the order; any change in the applicable VAT will be automatically reflected in the entrance examination fees. Payment in full must be made at the time of registration for the entrance examination. At no time may the amounts paid be considered as deposits or advances.

No application will be processed without prior receipt of payment.

The payment of the entrance examination fees does not automatically authorize a student's admission or registration in the academic program offered by the school. To enter the school after successfully completing the entrance examination, admitted students will sign an academic agreement and pay the tuition fees in full or in installments to confirm their registration in the school for the academic year.

Article 5: PAYMENT

Payment of the Entrance Examination fees made be made either:

- By check
- By online payment using PAYBOX

For the payment of these Entrance Examinations fees, we use the services of a specialized provider: PAYBOX, that guarantees the reliability of the transactions conducted on our site. PAYBOX encrypts all the personal bank data needed to record your request at the time the data is entered. During the sole transfer via Internet, the data cannot be read. The bank data collected at this time include the last name, first name, and email address of the applicant and the card holder as well as the name of the entrance examination. At no time does the school have access to your bank details. By law, French banks must cover the risk of fraudulent use of your bank card. In such case, it is your responsibility to inform your bank immediately.

Article 6: PROOF OF TRANSACTION

The databases, kept in the Service Provider's computer systems in reasonable security conditions, will be considered as proof of communication, orders, and payment between the parties. The filing of applications and payment records is done on a reliable and durable backup media and can be produced as proof.

Article 7: RIGHT OF WITHDRAWAL & PROCEDURE

In accordance with the provisions of the French Consumer Code, the Applicant has a period of 14 working days starting with the day of payment, serving as contractual obligation, to request the refund of entrance examination fees without penalty.

The Applicant has a period of 14 days starting with the day of payment to inform the school by email (address below) of his intention to use his right of withdrawal, either:

- By a written request communicated by email
- By any other statement, void of any ambiguity, expressing his wish to withdraw.

Your request must maintain the email address for which you wish to withdraw

The withdrawal must be requested in writing, addressed to the following person:

Séverine DURBANO severine.durbano@cefam.fr

In the case of a refund request, the school will do its best to refund the Applicant within 14 days following the date when it was informed of the Applicant's decision to withdraw.

The Applicant will then be refunded by credit to his bank account (secured transaction) in the case of payment by bank card or by check in other cases.

Article 8: WAIVING THE RIGHT OF WITHDRAWAL

It is also recalled that the right to withdrawal cannot be used for the provision of services fully carried out before the end of the withdrawal period and which were begun after the consumer's express prior agreement and express waiving of his right of withdrawal.

Article 9: FORCE MAJEURE

Any circumstances beyond the control of the Parties that prevent compliance within normal conditions of any of obligations will be considered as grounds for exemption from the Parties' obligations and will result in their suspension.

The Party invoking the above circumstances above shall immediately inform the other Party of the incidence as well as the disappearance. Instances of Force Majeure taken into consideration shall be any fact or circumstance which is external to the Parties, unpredictable, inevitable, beyond the control of the Parties and cannot be prevented by them, despite all reasonable efforts.

Force Majeure or exceptional circumstances are expressly considered to be, in addition to those typically upheld by the jurisprudence of French courts and tribunals: blocked means of transportation or supply, earthquakes, fire, storms, floods, lightning, disruption of telecommunication networks or difficulties specific to telecommunication networks beyond the customers' control.

The parties will meet to examine the impact of the event and to agree on the conditions under which the contract will continue. If the case of Force Majeure lasts more than one month, the present General Terms and Conditions may be terminated by the injured party.

Article 10: PERSONAL DATA

The information collected on this website will be processed for the purposes of responding to your request and sales prospection. The sales department of the school is the data recipient. In accordance with the French Data Protection Act of January 6, 1978 (modified in 2004), you are entitled to access and correct any information that pertains to you by contacting CEFAM, 47 rue

Sergent Michel Berthet 69009 LYON. You may also, for legitimate reasons, oppose the processing of your personal data.

This information is needed for the processing of your request and will be saved to our customer files; you are entitled to exercise your right to access and correction by contacting CEFAM, 47 rue Sergent Michel Berthet 69009 Lyon. If you do not wish your personal data to be used for commercial purposes by our partners, please contact the Web department at the following address severine.durbano@cefam.fr.

Article 11: PARTIAL INVALIDITY

Should one or more clauses of these General Conditions be deemed invalid or declared as such pursuant to the law, a decree or regulations or as the result of a definitive ruling by a competent court, the other clauses will retain their full force and scope.

Article 12: NON-WAIVER

The failure of a Party to pursue any breach of any of the provisions of the Terms and Conditions hereof shall not be construed as a waiver of either such provisions or the right thereafter to enforce each and every such provision.

Article 13: POSSIBLE CONFLICTS

These general conditions are governed by French law.

The Parties agree to exhaust all amicable solutions concerning the interpretation, execution or implementation of these Conditions before bringing the case before the appropriate court in Paris.

The Parties accept this attribution of jurisdiction without restriction or reservation.