

GENERAL TERMS OF USE

CHANCE GET YOURS

Email: contact@chance.co / Phone number: 03 60 84 01 14 / Simplified Joint Stock Company (*Société par actions simplifiée*), with its registered office at 22, avenue Blaise-Pascal – 60000 Beauvais, registered with the Beauvais Trade and Companies Register (*RCS*) under number 809 500 663.

1. DEFINITIONS

For the purpose of these general terms of use, the terms below have the following meaning:

- « **CGU** »: refer to these General Terms of Use.
- « **CGV** »: refer to the General Terms and Conditions of Sale of CHANCE.
- « **CHANCE** »: refers to the company or the training organization CHANCE GET YOURS.
- « **Site** »: refers to the website from which CHANCE offers its Services.
- « **Platform** »: refers to the platform available on the CHANCE Site and accessible to Users *via* Identifiers.
- « **User** »: refers to the person who chooses to register on the Platform.
- « **Identifiers** »: refer to the information specific to the User allowing them to access the Platform (in particular, the email address and password).
- « **Services** »: refer to all services offered by CHANCE, whether paid or free, accessible through the Platform.
- « **Free Trial Service** »: refers to the free service that can be subscribed to by a User for a trial period, before subscribing to the paid Programs.
- « **Programs** »: refer to all paid Services currently offered by CHANCE, namely (i) the Professional Skills Assessment (*Bilan de compétences*), (ii) the long coaching program "Career Coaching" (*Coaching carrière*), and (iii) the short coaching programs "Create Your Chance" (*Créer sa Chance*).
- « **Participant** »: refers to any natural person who has subscribed to one and/or the other of the paid Programs offered by CHANCE.
- « **Personal Data** »: refers to personal data as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- « **CNIL** »: refers to the French National Commission for Informatics and Liberties (*Commission Nationale de l'Informatique et des Libertés*).
- « **Editor** »: refers to the editor of the Platform, namely CHANCE.

2. GENERAL PRESENTATION / LEGAL NOTICES

The company CHANCE GET YOURS is a professional training organization, with its registered office at 22, avenue Blaise-Pascal – 60000 Beauvais (France). CHANCE is a Simplified Joint Stock Company (*société par actions simplifiée*) registered with the Beauvais Trade and Companies Register (*RCS*) under number 809 500 663.

The publication director of the Site, the Platform, and the training organization is Mr. Ludovic DE GROMARD. The Site is hosted on AWS Europe, located at 38 Avenue John F. Kennedy, L-1855, Luxembourg.

If you would like to know more, you can contact CHANCE by email at contact@chance.co, by phone at

03 60 84 01 14, or by mail at 22, avenue Blaise-Pascal – 60000 Beauvais.

CHANCE is a community of mutual aid that addresses the issue of social immobility, by allowing everyone – regardless of their past – to find their place in the world of work and, therefore, in Society.

3. PURPOSE AND SCOPE OF APPLICATION OF THE CGU

The purpose of these CGU is to define the terms and conditions with which Users must comply to access the Platform and thus benefit from the Services offered by CHANCE. They are accessible on the CHANCE Site under the heading "CGU".

CHANCE currently offers several paid Services, namely:

1. **The "Professional Skills Assessment" Program (Bilan de compétences)**, with the objective of enabling Participants wishing to carry out a reinvention, orientation, transformation, or professional training to be supported in defining the professional project that corresponds to them and in defining an action plan to achieve this professional project;
2. **The long coaching program "Career Coaching" (Coaching carrière)**, with the objective of allowing Participants to complete the proposed Professional Skills Assessment;
3. **The short coaching programs "Create Your Chance" (Créer sa Chance)**, with the objective of supporting Participants in deploying their professional potential.

In parallel, CHANCE offers several free Services, namely:

1. **The "Chance Recruitment" Service (Chance Recrutement)**, with the objective of sending job offers meeting their desires to people who wish them;
2. **The "3 minutes for Others" Service (3 minutes pour les Autres)**, with the objective of allowing people who wish to give and/or receive professional boosts, in order to create a chain of mutual aid serving professional equal opportunities.

These Services offered by CHANCE, whether paid Programs or free Services, are exclusively accessible on the Platform, and therefore reserved only for Users of the Platform, i.e., people who have registered beforehand.

These CGU are thus applicable to people using the free Services offered by CHANCE, in their capacity as Users of the Platform.

Similarly, they are applicable to Participants who have subscribed to one and/or the other of the paid Programs offered by CHANCE, in their capacity as Users of the Platform. The Platform is then accessible to them *via* a username and password that are communicated to them by CHANCE after subscription and/or payment of the Program concerned (cf. CHANCE CGV).

4. USER ACCEPTANCE OF THE CGU

Any registration on the Platform, and any use thereof, are subject to compliance with these CGU.

By registering on the Platform, or by using the Platform, Users acknowledge having read, understood, and agreed to be bound by these CGU. By checking the box "*I have read and accept the general terms of use*", the User acknowledges that this constitutes an electronic signature and that they consent to be bound by all the stipulations of these CGU. Registration on the Platform is thus subject to the acceptance of the CGU. The User's acceptance of the CGU constitutes a contractual agreement.

CHANCE is free to modify the CGU at any time, for the purpose of taking into account any legal, jurisprudential, editorial, and/or technical developments. CHANCE will then inform the Users, who will be invited to accept the new CGU. In case of refusal of the new CGU, CHANCE will be forced to delete the User's account.

5. CONDITIONS FOR REGISTRATION ON THE PLATFORM

The Platform can only be used by people who have registered beforehand. To be able to register on the Platform and thus access the Services, Users must indicate an email address and a password.

The User is bound by the following obligations:

- Be registered on the Platform under their true identity;
- Be an adult;
- Not have created multiple accounts on the Platform;
- Have accepted the CGU.

The User undertakes to provide the Platform with accurate information about their situation. The User undertakes to provide all supporting documents required by CHANCE, upon its first request, and undertakes to regularly update their information.

CHANCE reserves the right, unilaterally and without prior notice, to accept or refuse any registration on the Platform and to suspend and/or delete the account of a User who does not comply with the CGU.

6. CONDITIONS FOR ACCESS TO THE PLATFORM AND SERVICES

The Platform is accessible anywhere to any User having internet access. The User is solely responsible for the proper functioning of their computer equipment and their internet access.

All costs incurred by the User to access the Services (computer hardware, software, internet connection, etc.) are at their expense.

The Platform has sections with specific functionalities only accessible by identification using Identifiers.

The password chosen by the User must be personal and secret. The User undertakes to take all necessary measures to keep their password confidential and can in no case disclose it, nor turn against CHANCE in the event that it has been communicated to a third party.

Regarding Users who do not comply with these CGU, CHANCE reserves the right to refuse them access to the Services and their functionalities, unilaterally and without prior notice.

CHANCE strives to allow access to the Platform 24 hours a day, 7 days a week, except in cases of force majeure or an event beyond its control, and subject to possible breakdowns and maintenance interventions necessary for the proper functioning of the Platform and the Services. Being subject to an obligation of means, CHANCE cannot be held responsible for any damage, whatever its nature, resulting from an unavailability of the Platform or one or more Services, or resulting from the presence of viruses in the Platform.

CHANCE provides the User with a technical assistance service by phone at 03 60 84 01 14 and by email at contact@chance.co.

CHANCE makes every effort to ensure the accuracy and updating of the information accessible on the Platform. Although the information distributed on the Platform is deemed reliable, CHANCE cannot guarantee that it is free of defects, errors, or omissions. Being subject to an obligation of means, CHANCE cannot be held responsible for any damage, whatever its nature, resulting from an inaccuracy of this information.

Hypertext links may be present on the Platform. The User is informed that by clicking on these links, they will leave the Platform. CHANCE has no control over the web pages to which these links lead, and cannot in any case be responsible for their content.

In any event, CHANCE's liability cannot be engaged in cases of force majeure or the unforeseeable and insurmountable act of a third party.

Finally, CHANCE reserves the right to interrupt, temporarily suspend, or modify at any time and without notice access to all or part of the Platform, provided that it has previously notified the Users, without this giving rise to any obligation or compensation.

7. COOKIES

To find out more about cookies, consult our data protection charter available on our website <https://www.chance.co/>.

8. USER ACCEPTANCE OF INTERNET RISKS

CHANCE cannot be held responsible for network or server malfunctions or any other event outside of reasonable control that would prevent or degrade access to the Platform.

The User also admits to knowing the limits and constraints specific to the internet network and, as such, recognizes in particular the impossibility of a total guarantee of the security of data exchanges.

The User's use of their Identifiers through the internet is at their own risk. The User must take all necessary measures to protect their own data against any infringement. Thus, CHANCE's liability cannot be engaged for damages resulting from the communication of any information, notably the User's Identifiers, *via* the Platform Service.

9. PUBLICATION OF CONTENT ON THE PLATFORM BY THE USER

The free Service "3 minutes for Others" allows Users to publish content on the Platform.

Within the framework of their publications, the User undertakes to comply with the rules of Netiquette (rules of good conduct on the internet) and the rules of law in force.

CHANCE exercises moderation over the publications and reserves the right to refuse their online posting, without prejudice to its right to delete the account of the User concerned without delay. An automatic and personalized email based on the reason for the refusal of the publication is then sent to the User, specifying, where applicable, the deletion of their account.

There are notably four reasons for refusing the publication, namely:

1. ***Commercial prospecting;***

2. ***Inappropriate content, in particular: harassment, incitement to hatred, obscene and coarse language, offensive, sexual, violent, dangerous, illegal, off-topic content, advertising;***
3. ***Inaccurate information concerning the four pillars of the CHANCE method (i.e., "FEMI": Finality, Environment, Trades, Imperatives);***
4. ***Spelling and grammatical errors.***

All content posted online by the User is their sole responsibility. The User undertakes not to post content that may infringe the interests of third parties. Any legal action brought by an injured third party against CHANCE will be borne by the User.

The content of the User's publication may be, at any time and for any reason, deleted or modified by CHANCE, without prior notice and without having to justify it to the User.

The User remains the holder of all their intellectual property rights. Nevertheless, by publishing content on the Platform, they grant CHANCE the non-exclusive and free right to represent, reproduce, adapt, modify, disseminate, and distribute their publication, directly or through an authorized third party, throughout the world, on any medium, for the duration of the intellectual property. The User notably grants the right to use their publication on the internet and mobile telephone networks.

CHANCE undertakes to include the User's name near each use of their publication.

10. USER RESPONSIBILITY

The User is solely responsible for the accuracy of the information they communicate on the Platform.

By using the Platform, the User undertakes that this data is not illegal and does not infringe the legitimate interests of any third parties. As such, the User guarantees CHANCE against any claim, founded directly or indirectly on their comments and/or data, likely to be brought by anyone against CHANCE. They undertake in particular to assume the payment of the sums and legal costs resulting from a third-party claim against CHANCE, including legal fees and court costs.

In particular, the User is prohibited from:

- Providing the Platform with deliberately inaccurate information (to find out more about data usage, see the *Personal Data Protection Charter*);
- Not respecting copyright, trademark, or intellectual property notices on the Platform or in its content;
- Compromising the security-related functions of the Platform;
- Collecting identifiable personal information on the Platform (primarily the Identifiers);
- Harming or attempting to harm the proper functioning of the Platform in any way whatsoever;
- Decompiling, reverse engineering, or disassembling any part of the Platform;
- Using network monitoring software to determine the architecture of the Platform or extract data from it;
- Encouraging conduct that would contravene French law or regulation;
- Impersonating another User;
- Accessing the Platform's databases for the purpose of using or exploiting the electronic or postal contact details of other Users;
- Using the Platform in contradiction with its purpose.

The User engages their civil liability in the event of damage resulting from the non-compliance with their obligations. CHANCE declines all responsibility for the Users of the Platform who do not comply

with their obligations.

11. INTELLECTUAL PROPERTY RIGHTS OF THE PLATFORM

The Site as a whole and each of the elements that compose it are, unless otherwise stated, the intellectual property of CHANCE, which is solely authorized to use the intellectual property rights related thereto.

Consequently, the reproduction, representation, and alteration of all or part of the Site on any medium, for use other than personal and private for non-commercial purposes, are strictly prohibited. Violation of these provisions is liable to sanctions in accordance with the provisions of the Intellectual Property and Penal Codes, particularly under the title of copyright and trademark infringement, as well as the Civil Code in terms of civil liability.

In particular, the trademark "CHANCE" is a trademark registered by the company CHANCE GET YOURS, under numbers 16971178, 1403769, 4332326.

Thus, any total or partial reproduction or representation of this trademark, any modification, any alteration, or exploitation of this trademark without the express authorization of CHANCE is prohibited, within the meaning of Article L. 713-2 of the Intellectual Property Code.

The general structure of the Platform, as well as the texts, graphics, images, sounds, and videos composing it, are the property of CHANCE. Any total or partial representation and/or reproduction and/or exploitation of the content and Services offered by the Platform, by any means whatsoever, without the prior written authorization of CHANCE, is prohibited. This may constitute counterfeiting within the meaning of Articles L. 335-2 and following of the Intellectual Property Code. The offender is exposed to various civil and criminal sanctions set out in Articles L. 335-2 and following and L. 343-1 of the Intellectual Property Code.

Nevertheless, if the content of the Site were to infringe the intellectual property rights of a third party, CHANCE undertakes to immediately withdraw the content concerned from its publication, after having been informed of the infringement by the third party. The third party must then provide CHANCE with the subject of the dispute by making known the true author or owner of the rights subject to the dispute.

12. CONFIDENTIALITY AND USE OF PERSONAL DATA

Within the framework of the Services offered by CHANCE, the User of the Platform undertakes to communicate accurate information without infringing the interests and/or rights of third parties.

Personal data processing is carried out through the use of the site <https://www.chance.co/>.

CHANCE acknowledges that the Participant's personal data and its processing are subject to the legal and regulatory provisions in force. To find out more about the processing of your Personal Data, consult our [Personal Data Protection Charter](#) available on our website.

The User may exercise their right of access and rectification, deletion, opposition, and portability of their data. For any question relating to the protection of personal data, the User may contact CHANCE by sending an email to the following address: data-privacy@chance.co.

13. APPLICABLE LAW AND DISPUTE RESOLUTION

These CGU will be executed and interpreted in accordance with French law.

Before any litigation, CHANCE and the User will seek to agree to reach an amicable settlement.

When the User sends a written complaint to CHANCE and the follow-up given to it does not satisfy them, they may resort, within a period of one year from the said complaint, to the free consumer mediation mechanism. In application of Articles L. 616-1 and R. 616-1 of the French Consumer Code (*Code de la consommation*), the mediation entity retained by CHANCE is: CNPM MÉDIATION CONSOMMATION.

In the event of a dispute relating to the validity, interpretation, execution, interruption, or termination of these CGU, the User may file their complaint on their site: <https://cnpm-mediation-consommation.eu> or by post by writing to:

CNPM MÉDIATION CONSOMMATION

27, avenue de la Libération

42400 Saint-Chamond

Failing amicable settlement, the dispute will be brought before the competent courts and, if the law permits, before the courts within the jurisdiction of the Paris Court of Appeal.