

# Terms of use for the access of e-learning programs

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Life Is On

**Schneider**  
Electric

## Policy name

Terms of use for the access of e-learning programs.

## Statement

Please read these terms of use carefully before using the e-learning programs as this affects your legal rights and obligations.

### 1. - Acceptance of Terms

The following are terms of a legal agreement (hereinafter referred to as “Terms of Use”) between you and SCHNEIDER ELECTRIC. By accessing, browsing or using these e-Learning Programs you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these Terms of Use, please do not use these e-Learning Programs.

SCHNEIDER ELECTRIC reserves the right to update, amend, change these Terms of Use and any information contained in these e-Learning Programs at any time and at its own discretion without prior notice to you and so you should check them regularly. SCHNEIDER ELECTRIC reserves also the right to make improvements or changes in the training services and/or programs described in this Site at any time and at its own discretion without prior notice. Your continued use of e-Learning Programs after any such amendments constitutes your acceptance of the new terms and conditions.

For the purpose of these Terms of Use “you” or “yours” refers to each person who establishes a subscriber account (Account) or who is authorized to access and use e-Learning Programs.

### 2. - Description of Services

SCHNEIDER ELECTRIC provides training courses named e-Learning Programs related to electrical contents (herein after referred to as “Services”).

### 3. - Eligibility

You represent and warrant that you possess the right and ability to enter into these Terms of Use, to follow up these “e-Learning Programs” and to use this Site in accordance with these Terms and the Sale Contract.

### 4. - Subscription to Services

4.1. Your log-in (your Username and password) is individual and not transferable to any other person.

If you are User of individual account, you are responsible for all use of your Account under any User ID (username) or password by any other person, except if it was expressly authorized by SCHNEIDER ELECTRIC, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Use.

If you are User of collective account, you are responsible for all use of this Account under your User ID (username) or password by any other person, except if it was authorized by SCHNEIDER ELECTRIC, and for ensuring that all use of this Account on behalf of your User ID complies fully with the provisions of these Terms of Use.

SCHNEIDER ELECTRIC shall not be liable for any loss that you may incur as a result of someone else using your Account, User ID and password, either with or without your knowledge. However, you could be

held liable for losses incurred by SCHNEIDER ELECTRIC or another party due to someone else using your Account, User ID and password. You may not use anyone else's account at any time, without the permission of SCHNEIDER ELECTRIC.

4.2. Your right to use these e-Learning Programs is personal and if you are authorized by a subscriber (such as your employer) to access and use e-Learning Programs, your right to use is not transferable. You are responsible for protecting the confidentiality of your log-in for access to the e-Learning Programs (e.g. your Username and password) and to prevent unauthorized access to the e-Learning Programs. You agree to immediately notify SCHNEIDER ELECTRIC of any unauthorized use of your log-in.

4.3. The subscription charge starts upon the date your subscription is activated and shall terminate the 31st December of this current year. The subscription shall be activated after verification of payment and then SCHNEIDER ELECTRIC shall communicate to you your log-in.

## 5. - Personal and non-commercial use

E-Learning Programs are for your personal and non-commercial use. You may print the content of e-Learning Programs only for your personal and non-commercial use.

You may not copy, modify, download, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, alter, transfer, or sell any information, software, products or services obtained from Services or provide access to the content on e-Learning Programs.

## 6. - Neither unlawful nor prohibited use

As a condition of your use of the e-Learning Programs Site, you warrant to SCHNEIDER ELECTRIC that you shall not use the e-Learning Programs Site for any purpose that is unlawful or violates any of the relevant rules, regulations, and statutes and/or is prohibited by these terms, conditions, and notices and/or is contrary to any other purpose reasonably intended by SCHNEIDER ELECTRIC. You may not use the e-Learning Programs Site in any manner which could damage, disable, overburden or impair the e-Learning Programs Site or interfere with any other party's use and enjoyment of the e-Learning Programs Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the e-Learning Programs Site.

## 7. - Ownership

All content of e-Learning Programs, this Site and software, including, but not limited to, graphics, documents, text, images, sound, video, audio, software are exclusive property of SCHNEIDER ELECTRIC and protected by French and international copyright, patent and trademark laws and any other applicable intellectual property rules, regulations and laws.

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on this Site and all content of all Services (including all applications) located on it shall remain vested in the SCHNEIDER ELECTRIC.

You shall not use trademarks, service marks, and logos in any manner without SCHNEIDER ELECTRIC' and their respective owner's prior written consent.

Nothing contained in these Terms of Use shall be construed as conferring to you by implication any license or right of use of copyright, design information of SCHNEIDER ELECTRIC (including but not limited to the right to sell, sub-licence) other than for your personal use and in accordance with these Terms of Use.

## 8. - Disclaimer of Warranties

THE USE OF THIS SITE IS AT YOUR SOLE RISK. THE SERVICES AND ALL INFORMATION, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM E-LEARNING PROGRAMS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND (EXPRESS, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH SCHNEIDER ELECTRIC EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW.

THESE E-LEARNING PROGRAMS ARE THEORETICAL TRAINING AND AS SUCH DOES NOT REPLACE OR SUBSTITUTE PRACTICAL EXPERIENCE WHERE SIGNIFICANT BEHAVIOUR AND KNOW-HOW OBTAINED AND REQUIRED. THE EVALUATION DOES NOT PROVIDE ANY LEGAL QUALIFICATION WHICH MAY BE REQUIRED TO WORK IN THE ELECTRICAL ACTIVITIES.

IN ORDER TO BE ABLE TO QUALIFY YOU MUST REFER TO AND COMPLY WITH ALL LOCAL APPLICABLE LAWS AND REGULATIONS REQUIRED TO WORK IN THE ELECTRICAL ACTIVITIES.

SCHNEIDER ELECTRIC takes no responsibility for viruses or other destructive or intrusive computer programs that may damage your computer system or data resulting from your access to or use of this Site.

SCHNEIDER ELECTRIC makes no warranty that the Services will be uninterrupted and available at all times, secure, error free; nor does SCHNEIDER ELECTRIC make any warranty that defects in the software used in the Services will be corrected.

## 9. - Limitation of liability

9.1 IN NO CASE WHATSOEVER AND NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY HEREIN OR IN ANY CONTRACTUAL DOCUMENT, SHALL SCHNEIDER ELECTRIC, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS BE LIABLE TOWARDS YOU AND/OR THE SUBSCRIBER FOR ANY DAMAGE OR LOSS OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, FOR LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, LOSS BY REASON OF PLANT OR OTHER FACILITY SHUTDOWN, RELATED TO THE INABILITY TO USE THE SERVICES, LOSS OF USE OF CAPITAL OR REVENUE, COST OF MONEY, BODILY INJURIES OR PHYSICAL DAMAGES INCLUDING DEATH, DAMAGES TO PROPERTY OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES, WHETHER ARISING OUT OF YOU OR AND THE SUBSCRIBER HAVING RECEIVED SUCH TRAINING AND SERVICES OR UNDER THE CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE,. THE LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT, YOUR COMPUTER EQUIPMENT.

9.2 In accordance with the above and that is provided by article 7 of these Terms of Use, you and the subscriber shall indemnify and hold harmless SCHNEIDER ELECTRIC and its respective officers, directors, agents, representatives and employees, and any third party from and against any and all losses, damages, claims, delays, settlements, obligations, deficiencies, liabilities, encumbrances, penalties, costs and expenses (including without limitation reasonable attorney's fees and disbursements), hereinafter referred to as "Losses", sustained, incurred or suffered by any third party, and/or any Losses that SCHNEIDER ELECTRIC, its respective officers, directors, agents, representatives and employees, may sustain, suffer or incur, resulting from, related to or arising out of the use or receipt of training and any and all actions, suits, investigations, examinations, determinations, proceeding, demands, assessments, audits, judgments and/or claims arising out of relating to any of the foregoing Losses (hereinafter collectively referred to as "Third party Action").

9.3 IN THE EVENT THAT SCHNEIDER ELECTRIC SHALL FAIL TO PROVIDE TRAINING IN ACCORDANCE WITH THESE TERMS OF USE, SCHNEIDER ELECTRIC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF THESE TERMS SHALL BE FOR SCHNEIDER ELECTRIC TO USE ITS REASONABLE EFFORTS TO REPERFORM THE TRAINING WITHIN A REASONABLE PERIOD OF TIME; PROVIDED THAT IN THE EVENT SCHNEIDER ELECTRIC IS UNABLE TO REPERFORM, SCHNEIDER ELECTRIC MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY SCHNEIDER ELECTRIC FROM YOU FOR THE TRAINING IN QUESTION, IN FULL SATISFACTION OF SCHNEIDER ELECTRIC' OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE SCHNEIDER ELECTRIC' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF SCHNEIDER ELECTRIC, ITS EMPLOYEES OR AGENTS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS YOU ACTUALLY PAID TO SCHNEIDER ELECTRIC, TO THE EXTENT NOT PROHIBITED BY LAW.

## 10. - Indemnification

You agree to indemnify, defend and hold harmless SCHNEIDER ELECTRIC, its officer, directors, employees, agents and third party partners from and against all losses, expenses, damages and cost, including reasonable attorney's fee, resulting from any violation by you of these Terms of Use.

## 11. - Termination

11.1 SCHNEIDER ELECTRIC reserves the right, at its sole discretion, immediately and without notice to suspend or terminate (i) these Terms of Use; (ii) your registration with or ability to access e-Learning Programs and/or any other service provided to you by SCHNEIDER ELECTRIC upon any breach by you of these Terms of Use or upon your behaviour or conduct that SCHNEIDER ELECTRIC determines to be inappropriate.

11.2 Your subscription may be terminated by you, your subscriber or SCHNEIDER ELECTRIC at any time by providing written notice of termination. In the event you or your subscriber terminates your subscription, you and your subscriber waive the right to make any claims against SCHNEIDER ELECTRIC or its affiliates. In the event SCHNEIDER ELECTRIC terminates your subscription without breach or default attributable to you, SCHNEIDER ELECTRIC shall, at your or your subscriber's written request, refund the paid amount corresponding to the remaining period of the Services. Termination of your subscription automatically terminates your right to use the Services and any content or other material of e-Learning Programs.

## 12. - Governing Laws and Jurisdiction

These Terms of Use and your use of this Site and e-Learning Programs shall be governed by the laws of France without regard to its conflicts of laws principles. Any legal action or proceeding related to these Services and/or this Site and e-Learning Programs shall be finally settled by the Commercial Court of Paris which has exclusive jurisdiction.

## 13. - Miscellaneous

(a) Should any provision in these Terms of Use be found illegal, invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these Terms of Use.

(b) No waiver on the part of SCHNEIDER ELECTRIC of any of these Terms of Use shall be of any force or effect unless made in writing and signed by a duly authorized officer of SCHNEIDER ELECTRIC.

- (c) The failure or delay of the SCHNEIDER ELECTRIC to exercise or enforce any right in these Terms of Use does not waive the SCHNEIDER ELECTRIC' right to enforce that right.
  
- (d) Articles 5, 6, 7, 8, 9 and 12 shall remain in force for a period of 5 (five) years from the termination for whatever reason of these Terms of Use.
  
- (e) Pursuant to the rights and obligations stipulated in the French Data Protection Act of 6 January 1978, as amended by the Act of 6 August 2004, AREVA T&D informs the user and any third parties that it shall store all or part of the information sent to the Site on a server for 3 years as of the date the information is first collected on the Site.

In compliance with the French Act and the European Directive 95/46/EC, you have a right to access, modify, rectify or delete any personal data or contribution that might be processed in writing at the following address:

SCHNEIDER ELECTRIC –Legal Le Hive - 35 rue Joseph Monier - 92500 Rueil Malmaison, to the attention of Legal Department.