

TERMS OF USE FOR COACHING ACROSS BORDERS

Coaching Across Borders – Fabienne Tailleur SAS a French *société par actions simplifiée*, with a share capital of 7,000 euros, whose registered office is located at 44, rue des Envierges - 75020 Paris, registered with the Trade and Companies Registry of Paris under the number 805 107 323 ("Coaching Across Borders") operates the www.coaching-ab.com web site (the "Site") to provide online access to information regarding services available from Coaching Across Borders (the "Service").

Site Editor:

Coaching Across Borders: 44, rue des Envierges 75020 Paris

SIRET: 805 107 323

Activity Code (Code APE): 7022Z

E-mail: [info at coaching-ab dot com](mailto:info@coaching-ab.com)

Publishing Manager:

Ms. Fabienne Tailleur, CEO (*Président*)

Site Host: Bluehost

By accessing and using the Site, you agree to each of the terms and conditions set forth in these terms and conditions of use of the Site ("Terms of Use"). By using the Site, you express your understanding and unconditional agreement that you are bound by the Terms of Use. If you are unwilling to be bound by the Terms of Use, do not use the Site. If you do not agree with any of the Terms of Use, you are not authorized to access or use the Site for any purpose.

Coaching Across Borders reserves the right to revise the Terms of Use at any time without giving you prior notice. Your use of the Site following any such revision constitutes your agreement to follow and be bound by the Terms of Use as modified. The last date these Terms of Use were modified is set forth below.

1. INTELLECTUAL PROPERTY RIGHTS

The Service, the Site, and all information and/or content that can be seen, heard or otherwise experienced on the Site (the "Content") are protected by French and international copyright, trademark and other laws. The Content belongs to Coaching Across Borders or its partners, affiliates or third parties.

You may use the Site, the Service and the Content solely for your personal, non-commercial use. You may download, store and print portions of the Content that you select, provided that you do not copy or post the Content on any network computer or transmit, publish, distribute or broadcast the Content in any media; and do not alter or modify the Content in any way, change or delete any copyright or trademark notice.

No right, interest or title in any downloaded Content is transferred to you as a result of any such downloading. Coaching Across Borders reserves complete title and full intellectual property rights in any Content you download from the Site, subject to the limited license granted to you hereunder to make personal use of the Content as set forth herein.

You are not allowed to modify, reformat, reproduce, copy, repost, display, transmit, distribute, publish, rent, license, transfer, sell, or create derivative works from any Content or information obtained from the Site or the Service, except as expressly permitted by the Terms of Use. You are not allowed to mirror or frame the home page or any other pages of this Site on any other web site or web page. You may not connect "deep links" to the Site, by creating links to this site that bypass the home page or other parts of the Site pertaining to Coaching Across Borders. You are not allowed to use

Date of last modification: 5 December 2022

any of the logos or marks appearing throughout the Site without express written and prior consent from the relevant trademark owner, except as permitted by applicable laws.

2. DISCLAIMER OF WARRANTIES

You agree to assume total responsibility and risk for your use of the Site, the Service and the Content. You agree to assume total responsibility and risk for evaluating the accuracy, completeness and usefulness of all Content provided by the Site or the Service. Coaching Across Borders makes no express or implied warranties, endorsements or representations whatsoever with respect to the Site, the Service or the Content. Coaching Across Borders does not make any warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non infringement with regard to the Site, the Service and the Content.

Coaching Across Borders does not warrant that the functions performed by the Site or the Service will be timely, secure, uninterrupted, or error-free. Coaching Across Borders does not warrant that defects in the Site or the Service will be corrected. Coaching Across Borders does not warrant the accuracy or completeness of the Content, or that any errors in the Content will be corrected.

The Site, the Service and the Content are provided on an « as is » and « as available » basis.

3. LIMITATION OF COACHING ACROSS BORDERS' LIABILITY

Coaching Across Borders will not be liable for any loss or damage arising either directly or indirectly from any use of inability to use the Site, the Service or the Content. You hereby understand and accept that under no circumstances will Coaching Across Borders be liable for any damages whatsoever, including, but not limited to the following:

- any direct, or indirect damages arising out of the use of or inability to use the Site, the Service and/or the Content,
- any claim attributable to inaccuracies in the Site, the Service and/or the Content,
- unauthorized access to or alteration of transmissions or data,
- statements or conduct of any third party on the Site or the Service, or
- any other matter relating to the Site, the Service, or the Content, even if Coaching Across Borders has been advised of the possibility of such damages.

If you are not satisfied with the Site, the Service, the Content or with the Terms of Use, your sole and exclusive remedy is to discontinue using the Site. By using the Site, you acknowledge that such use is at your sole risk.

Should some jurisdictions not allow the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations would not apply to you. In such jurisdictions, Coaching Across Borders liability is limited and warranties are excluded to the greatest extent permitted by law, but will, in no event, exceed one hundred euros (€100.00).

4. INDEMNIFICATION

You understand and unconditionally accept that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless Coaching Across Borders, its affiliates, licensors, employees and agents from and against all claims, losses, damages, expenses and costs (including, but not limited to, direct and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of these Terms of Use.

5. PRIVACY POLICY

To view Coaching Across Borders' Private Policy, please click on « Privacy » on our Site Footer Section.

Date of last modification: 5 December 2022

6. USER'S INFORMATION

If you supply any information or material to Coaching Across Borders or others via the Site, you guarantee to Coaching Across Borders that you have the legal right to supply, post, or store such information or material. In this respect, you will not violate any law or the rights of any person or entity. You also accept to abide by any additional rules regarding posting of user content, such as the type of content allowed in various areas of the Site.

7. USER CONDUCT

You may not take any action that might compromise the security of the Site. You may not take any action that might render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You may not add to, subtract from, or otherwise modify the Content. You may not to use the Site in any manner that might interfere with third parties' rights.

8. TERMINATION

Coaching Across Borders reserves the right to terminate your use of the Site at any time for any reason. Coaching Across Borders may discontinue the Site or any portion of the Site at any time for any reason without prior notice or any other commitment whatsoever.

9. OTHER DISCLAIMERS

9.1 Third Party Links

Hypertext links to third party web sites or information do not constitute or imply an endorsement, incitation or recommendation by Coaching Across Borders of the third party, the third-party web site, or the information contained therein, unless expressly stated on the Site. You hereby acknowledge and accept that Coaching Across Borders is not responsible for the availability of any such web sites and that Coaching Across Borders does not endorse or warrant, and is not responsible or liable for, any such web site or the content thereon.

9.2 Downloading Files

Coaching Across Borders cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs. You bear the exclusive and entire risk as to the quality and performance of the Site and the Service and the accuracy of the Content.

9.3 Use Outside France

Coaching Across Borders makes no representation that the Service or Content is applicable or appropriate for use in locations outside France. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable contents and online conduct.

10. GENERAL PROVISIONS

10.1 Correction of Errors and Inaccuracies.

The Content may contain errors or inaccuracies. The Content may not be complete or current. Without prejudice to the provisions set forth in Section 2, Coaching Across Borders therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice.

10.2 Claims of Copyright Infringement.

Notifications of claimed copyright infringement should be sent to Coaching Across Borders : 44, rue des Envierges - 75020 Paris

10.3 Entire Agreement/No Waiver.

These Terms of Use constitutes the entire agreement of the parties with respect to the subject matter hereof. No waiver by Coaching Across Borders of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

10.4 Enforcement

The provision of these Terms of Use will be construed, to the extent possible, so as to be valid and enforceable. If any provision of these Terms of Use so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from these Terms of Use, and all other provisions will remain in full force and effect.

11. CHOICE OF LAW/ CHOICE OF JURISDICTION

Any and all disputes relating to these Terms of Use, Coaching Across Borders' Privacy Policy, your use of the Site, the Service, or the Content are governed by, and will be interpreted in accordance with, the laws of France, without regard to any conflict of laws provisions.

Any such dispute will be submitted to the competent courts of Paris, France.