

# MEMBERSHIP FORM 2023

## YOUR PERSONAL INFORMATION

Last Name : ..... First Name:.....  
 Position : ..... Phone : .....  
 Email (*compulsory*) : .....

## YOUR COMPANY

Company :  
 .....

What letter do you want your company to be listed in the directory of the members you find on the [www.cosmed.fr](http://www.cosmed.fr)?

A – B – C – D – E – F – G – H – I – J – K – L – M – N – O – P – Q – R – S – T – U – V – W – X – Y – Z

Address : .....

ZIP : ..... City : .....

Phone : .....

Generic E-mail of the company: (*info@, contact@*).....

Web site : **www.**.....

N° Siret : ..... Code NAF : .....

Size of company: .....

VAT number : .....

**Does your company belong to a group ?** If so, which one ? : .....

Company's total workforce (*All companies with cosmetic activity*) : .....

### Origin of membership :

Cosmed Regulatory monitoring	Professional association	Trade Exhibitions	Word of mouth
Web site	COSMED Webinar	Cosmed Events	

## YOUR ACTIVITY

**What is the main activity of your company?** *(Compulsory mention)*

### 1 OWN BRAND

☐ Own brand

### 2 SOAP MAKERS

☐ Soaps own brands  
☐ Soaps subcontractors

### 3 LABORATORIES

☐ Assay and test

### 4 SUPPLIER

☐ Ingredients Supplier  
☐ Packaging Supplier  
☐ Laboratory machine

### 5 SUBCONTRACTORS

☐ Formulation Subcontractors  
☐ Manufacturing Subcontractors  
☐ Packaging Subcontractors

### 6 CONSULTANTS

☐ Regulatory consultant  
☐ Other : .....

### 7 DISTRIBUTORS

☐ Retail outlet  
☐ other : .....

### 8 TRAINING

☐ .....

Details of your activity: (optional mentions, information visible in your business profile on the [www.cosmed.fr](http://www.cosmed.fr))

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Indicate the brands you manufacture and/or sale

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## YOUR CONTACTS

Services	Last name	First Name	Position	Phone	E-mail
Executive Management					
Regulatory Affairs					
R&D					
Manufacturing & quality					
Accounting					
Export					
Purchase					
Human resources					
Marketing & Commercial					

## YOUR CONTRIBUTION

☐ I request my membership in the COSMED Association and acknowledge having read the COSMED statutes available on the [www.cosmed.fr](http://www.cosmed.fr) and have taken good note of the obligations incumbent on me.

### **CONTRIBUTION RATES 2022** *(From January 1st to December 31 2022)*

<input type="checkbox"/> Company from 1 to 9 employees	380€
<input type="checkbox"/> Company from 10 to 49 employees	1070€
<input type="checkbox"/> Company from 50 to 199 employees	2745€
<input type="checkbox"/> Company of over 200 employees	3515€

*For groups, the numbers taken into account are those of all companies with a cosmetic activity constituting the group.*

Bulletin to be completed and returned to us, accompanied by copy of the banking transfer:

☐ Banking transfer Information : IBAN FR 76 1009 6180 6200 0522 6780 162 BIC : CMCIFRPP

Signature and stamp of the company

To ..... Date ...../...../.....

The information collected through this membership bulletin is processed by COSMED for the execution of its missions and the sending of information in the form of newsletters, email communication, and publication of a directory. In accordance with the regulations in force, you benefit from your data the following rights, right of access and rectification to the information concerning you, a right to the deletion of data, to the limitation of the treatment and a right of opposition to treatment in the cases provided for in the regulations; the right to lay down guidelines on the fate of his personal data after his death; a right to the portability of your data the right to lodge a claim with the CNIL; the right to oppose the receipt of newsletters or communications. For more information, please do not hesitate to consult our privacy policy on the website [www.cosmed.fr](http://www.cosmed.fr).

## GENERAL TERMS AND CONDITIONS OF SALE AS AT 12<sup>th</sup> APRIL 2021

**COSMED** is an association representing SMEs in the cosmetics sector and offers a range of services to members and non-members, such as regulatory oversight, training, events, the issue of free sale certificates, documentation, etc.

**PLEASE READ THESE GENERAL TERMS AND CONDITIONS AND SALES RESTRICTIONS CAREFULLY OF WHICH YOU CONFIRM YOUR ACCEPTANCE WHEN SUBSCRIBING TO ANY OF THE SERVICES PROPOSED BY COSMED.**

### ARTICLE 1. DEFINITIONS

The terms used, whether in singular or plural form, in these general terms and conditions of sale will have the following meanings:

**Member:** any Client who subscribes to COSMED and is up-to-date in payment of membership fees.

**Client:** any natural person or legal entity who is authorised to enter into contract, has the capacity of a professional, namely who is acting in a professional framework and who orders Services proposed by COSMED and/or becomes a Member.

**Order:** any order of one or more Services by a Client on the Website or by the intermediary of a subscription form, purchase order or equivalent document, with COSMED and expressly accepted by COSMED.

**COSMED:** association named COSMED, incorporated on the trade and companies register operated by the INSEE under number 434 068 441 00048, and located at 495 rue René Descartes, 13100 AIX-EN-PROVENCE, and who operates the Website and proposes the Services.

**Portal:** the portal for use by Members or Clients on the Website providing access to certain Services thanks to Login Details.

**General Terms and Conditions:** these general terms and conditions which set forth the terms for ordering and performing Services.

**Contract:** these General Terms and Conditions as well as any document annexed hereto, and notably Orders.

**Login Information:** email address and password chosen by the Client to access the Portal.

**Services:** services proposed by COSMED, as outlined in a Client Order, and indicated in detail under article 3 and, where applicable, on the Website or in the Order.

**Website:** the Website available at [www.cosmed.fr](http://www.cosmed.fr) designed and operated by COSMED, in line with electronic formats which can be used online including data of various different types and, notably, without being limited to, text, sounds, fixed or animated images, videos, databases.

### ARTICLE 2. APPLICATION OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions set forth the conditions, restrictions and obligations which the Client accepts when ordering the Services. Any Order implies the prior undeserved acceptance by the latter of the General Terms and Conditions as well as the prices in force as at the date of acceptance of the Order which forms an integral part thereof.

The Client recognises that these General Terms and Conditions complete the Order and prevail over all other documents such as catalogues, documentation issued by COSMED, which are only indicative in nature, and over any other document issued by the Client, such as notably purchase orders or general terms and conditions of sale.

Unreserved acceptance of these general terms and conditions will be confirmed by the Client when ticking the corresponding box at the time of placing an Order on the Website or on the membership form.

## **ARTICLE 3. DESCRIPTION OF SERVICES**

### **3.1. COSMED VEILLE [*COSMED OVERSIGHT*]**

COSMED VEILLE [*COSMED OVERSIGHT*] is a cosmetics regulatory database. It includes two parts: one French and European database, and one international database. It is possible to subscribe to either of these databases, or both simultaneously. The database can be accessed on the Website through the Portal for Clients who have taken out membership (hereinafter “**Members**”).

Membership to COSMED VEILLE enables the following:

- Receipt by email (at the address indicated in the Order) of oversight alerts at the time of each regulatory change,
- Regulatory assistance to ask questions with a specialist team of experts from COSMED
- Direct access to all applicable legislation, substance tables, reports, and summaries available on the Website (updated forms), via the Portal and to undertake targeted searches on keywords, geographical zones, product types;
- Participation in regulatory webinars available on the Website.

Membership is valid for a fixed term of one year following payment. Membership may be renewed from the anniversary date by the express consent of the parties via a new Order and subject to payment of the price.

### **3.2. Publications and documentation**

The Client may order documentation, standards or guides available on the Website which will be sent in digital or paper format by post, to the address indicated in the Order, in line with the terms and conditions and lead times indicated in the Order, on the Website or in the purchase order.

### **3.3. Webinar Pack**

COSMED organises regulatory webinars regarding the cosmetics sector. These webinars are free for Members and/or Subscribers.

Non-members or non-subscribers can subscribe to one or more packs of 1 or 3 webinars, valid from those webinars offered by COSMED as part of the webinar programme available on the Website.

Clients may sign up to webinars using a subscription form. They will receive confirmation by a login link to be able to participate in the webinar.

### **3.4. Events**

Clients may sign up on the Website or by a subscription form for events (workshops, etc.) organised by COSMED, in line with the schedules available as indicated on the Website.

For in-person events, subscription fees include conferences (workshops or company visits), breakfast and coffee breaks, and presentation media.

Subscriptions are accepted up to the limit of available spaces.

Clients may choose between the following options on the Website:

- Subscription to participate in conferences;

- Reservation of a stand, in line with the characteristics available and indicated in detail on the Website or in the purchase order.

Event sponsoring is possible by making a request with [stephanie@cosmed.fr](mailto:stephanie@cosmed.fr), with terms and conditions being discussed on an individual basis.

Any cancellation for participation in an event should be made in writing to [stephanie@cosmed.fr](mailto:stephanie@cosmed.fr) by the Client. Any cancellation less than 15 days before the scheduled start date of the event will be billed at 50% of subscription costs.

Any event which the Client failed to attend without having cancelled in writing, or only partially attended, will be billed in full.

COSMED reserves the right to cancel, amend, or delay any event, notably due to an insufficient number of participants or difficulties which do not allow the event to go ahead, without any compensation. COSMED will strive to inform the Client thereof as soon as practically possible. COSMED will then offer a new date or reimburse the Client for all amounts paid for the corresponding Order.

### **3.5. Training**

COSMED is a training provider declared with the Prefect in the Provence-Alpes-Côte d'Azur Region of France under number 93.13.15791.13.

Any participation in training must be confirmed by the issue of a subscription form.

Upon receipt of this form, COSMED will send the Client an email confirming registration and the Order.

Within 10 days preceding the training, COSMED will send the Client an email invitation.

For trainees and interns who require payment by their Training Operator (OPCO 2I, AKTO, OPCommerce, etc.), registration should be undertaken at least 3 weeks before the training start date. Failing this, the application cannot be accepted and the Client will have to pay for the training.

A bilateral training agreement will be sent to the Client, along with all other necessary administrative documents intended for the Training Operator. The certificate of completion of the traineeship and the invoice duly paid will be sent to the Client following the training session.

If the trainee or intern should withdraw at least 15 days before the start date of the training session and notify this in writing, a total of 50% of the subscription fees will be billed to the Client. After this period, the total amount of subscription fees will be payable by the Client. In the event of withdrawal during the training, all subscription fees will be payable in full.

COSMED reserves the right to cancel training sessions up to 8 working days before the training start date. In this instance, the registration will be valid for a subsequent session or, failing this, all fees will be reimbursed.

The total price will only be payable after completion of the training.

### **3.6. Issue of free sales certificates (CVL)**

By authorisation of the Ministry for Industry, COSMED is authorised to issue free sales certificates (CVL) for cosmetics products as defined under article 2.1.a of (EC) Regulation no. 1223/2009 (or any other regulation applicable as at the date of application for the free sales certificate) following an application made on the Website.

**Consequently, the Client hereby confirms to make an application for issue of a free sales certificate only for those products which fulfil this definition with the exclusion of any other product.**

For all applications for free sales certificates, Clients will be redirected to [www.cosmedcvl.fr](http://www.cosmedcvl.fr).

Clients wishing to apply for a free sales certificate with COSMED should provide all necessary information, and notably:

- Company details: address, email, telephone, contact person
- Product details:
  - General product information (trademark, product range, name, function, reference formula)
  - Following a request by COSMED, the following information should be sent by email by the Client and within no later than 24 hours:
    - The print-ready version of the product's primary packaging
    - The print-ready version of the product's secondary packaging
    - OR if the product is not sold packaged
    - A certificate of absence of secondary packaging using the COSMED form which can be downloaded from [www.cosmedcvl.fr](http://www.cosmedcvl.fr)
    - A photo of the front and rear of the product

When making an application for a free sales certificate, the Client should indicate the country for which the certificate is issued. The Client is notified of legislation in force in the country of use by way of the dashboard displayed when making the application. Upon receipt of the application for a free sales certificate, subject to being complete, a number is assigned to the application.

Following the free sales certificate application phase, a summary of the application is displayed, including the total price inclusive of VAT. The Client is then asked to confirm and approve the information provided and the quote issued for the free sales certificate application.

The Client makes a commitment regarding the accuracy of information sent and accepts that this be stored by COSMED for the purpose of any new free sales certificate applications as well as for archiving.

In such instance as, following any ad hoc audit or inspection, any non-compliance should be noted by COSMED, the Client should remedy said non-compliance(s), and send all corrected elements to COSMED within 2 weeks following issue of the audit report by COSMED. The cost of the free sales certificate in question will be increased and the certificate may be cancelled. The Client is solely and exclusively liable for any incorrect, inaccurate or forged document or information sent to COSMED as part of a free sales certificate application. Consequently, the Client will be solely and exclusively liable for any damages caused on COSMED or by it resulting from the issue of incorrect or inaccurate information and documentation.

In the framework of any new application for a free sales certificate for any product having already been the object of a previous application for a free sales certificate, at the time of making the new application, the Client undertakes to verify the validity of all information already provided. Any change to information indicated as mandatory in the application for the certificate should be updated as part of the new application procedure. COSMED may not be held liable for the issue or billing of a free sales certificate following any application which was not correctly verified by the Client in line with the above procedure.

Approval of the quote by the Client will trigger the free sales certificate application procedure with COSMED, who will then confirm this by way of an acknowledgement of receipt sent electronically. The invoice issued following the quote will only be sent after issue of the free sales certificate and is payable in accordance with the terms and conditions set forth under article 5; aside for free sales certificates for Kuwait, Lebanon, Egypt and Iraq for which the invoice will be sent and should be paid before issue of the free sales certificate.

After receipt of all information and documentation requested:

- Either the free sales certificate application is accepted: the Client is then notified by COSMED by email. A unique number is assigned to the free sales certificate issued. The certificate is then legalised where necessary depending on the country of use.
- Or the free sales certificate application is refused: the Client is then notified by COSMED by email. COSMED will inform the Client of the grounds for refusal. The Client will then have the option of either remedying the situation, or excluding from its application the product(s) which has (have) been refused by COSMED.

Where applicable, the free sales certificate will be sent by special delivery with acknowledgment of receipt to the recipient address indicated in the free sales certificate application by the Client.

As the free sales certificate is a unique document, no duplicate may be issued by COSMED.

COSMED undertakes to process free sales certificate applications in the order in which they are submitted. Any application which is incomplete or non-compliant will be automatically refused by COSMED. Any free sales certificate application which is non-compliant or incomplete,

should be completed and/or amended by the Client in the form of a new application submitted to COSMED and which will be assigned a new processing order number.

Inspections undertaken by COSMED when processing free sales certificate applications will be identical whether or not the Client is a COSMED Member or non-member.

COSMED undertakes to implement all necessary resources to protect the confidentiality of information sent by applicants. In particular, COSMED employees involved in processing free sales certificate applications are bound by a strict non-disclosure commitment.

### **3.7. HA COSMED**

The “HA COSMED” Service puts Members into contact with and provides listing information for suppliers (hereinafter “**Suppliers**”).

COSMED is not directly involved in any relations or contact signed between Members and/or Suppliers, who undertake their respective obligations under their own liability.

Clients who are Suppliers may be listed in the framework of this Service by completing the corresponding form. Listing will then be effective under the condition that the Supplier has met the following conditions:

- Payment of the fee indicated in the form (in line with the total national turnover recorded by the Client in the previous year)
- Completion of the contact form allowing potential buyers to make contact with the Supplier’s sales representative team;
- Issue to COSMED of its catalogue in PDF or Excel format;
- Issue to COSMED of the total turnover for the current year recorded with Members, and by no later than 31st January of the following year (with this declaration remaining confidential; turnover figures will only be published as a total volume of turnover recorded by all Suppliers).

Where applicable and depending on the status of the Supplier (“Recommended Supplier” and “Approved Supplier”), the Supplier should also pay COSMED commission based on the annual turnover recorded by the Supplier with Members as part of the HA COSMED Service, of which the total amount is indicated in the Order.

The Supplier undertakes to only list products or services which are available. The Supplier is solely and exclusively liable for information provided in its listing, including updates, content, as well as the proper performance of its obligations resulting from any order by a potential buyer. The Supplier should also keep all information and documentation sent by COSMED confidential, and notably the Member register.

In return, COSMED undertakes as follows:

- To publish on its Website in the corresponding area the list of Supplier products and/or services as well as its information (contact form, advertising);
- To issue the Supplier with access codes so as to be able to access a Portal which includes the network of Members via the Website (unless the latter refuse).

The Supplier acknowledges that its listing will be undertaken within the limit of guarantees stipulated under these General Terms and Conditions of Sale.

The Service is valid for the current calendar year. At the end of the year, an overview will be undertaken. After analysis of “supplier assessment forms” by buyers, COSMED will be free to choose whether or not to once more offer listing to the Supplier who shall also be free to choose whether or not to accept.

### **3.8. Membership**

Clients may become Members by completing and returning the membership form to COSMED. By ticking the corresponding box, the Client acknowledges to have read the articles of association of COSMED and its obligations. The Client undertakes to pay its annual membership fee. Clients will then become Members after approval by the board of directors.



## **ARTICLE 4. ORDERS FOR SERVICES**

Clients can place Orders on the Website (where this function is available) or by issuing a purchase order or subscription form as sent by COSMED.

### **4.1. Orders on the Website**

To place an order on the Website, Clients should follow the steps outlined below:

1. Choice of Service: Clients select the Service(s) they wish to order.
2. Contact Details: Clients complete the form with their contact details. If they are Members, Clients should log on with their Login Details so as to benefit from the Member rate.
3. Accept these General Terms and Conditions by ticking the corresponding box.
4. Payment: Clients can check the Services selected and price of the Order and, where applicable, modify their selection.

Clients can choose to make payment online, by cheque or bank transfer by ticking the corresponding box.

Clients should make payment in accordance with article 5.

5. Clients will receive an Order confirmation email.
6. Clients will receive an electronic invoice sent to the address indicated.

### **4.2. Orders placed via a Purchase Order or Subscription Form**

Clients should download and complete the purchase order or subscription form available on the Website or issued by any other means by COSMED, and return a completed and signed copy by email or post to the address indicated on the purchase order or subscription form.

Clients should make payment in accordance with article 5.

### **4.3. Order Approval**

Orders will only become firm and definitive following receipt of payment (notwithstanding any express indication to the contrary) and, where applicable, upon receipt of all documentation requested by COSMED.

In particular, for online payments, event registration, subscription to webinar packs, subscription to the COSMED Veille service, Supplier documentation and listing, the Order will only be firm and definitive following receipt of the payment by COSMED in full.

Similarly, a membership request will only be accepted following receipt of the full membership fee and approval by the Membership Board.

For Free Sales Certificate Issuing Services, the total price will be billed after publication of the free sales certificate, and for training services, the price will be billed after completion of the training.

Once payment is received (where applicable), COSMED will send the Client an email acknowledging receipt of the payment with a summary of the Order details.

**Non-availability:** all of those Services provided on the Website are, notwithstanding error or computer malfunction, available in full. However, given the necessary timeframe between registration of an Order and update of stocks or, for webinars and events, the case of limited available spaces, the Client hereby acknowledges and accepts that a Service may subsequently become unavailable. In the event of non-availability of a Service, the Order will be cancelled. In this instance, COSMED will notify the Client and, where applicable, reimburse

all amounts already paid for the Order by the latest within 30 (thirty) days, notwithstanding offsetting of this amount against any other amount payable to COSMED by the same Client.

**Order Refusal:** COSMED hereby reserves the right to refuse any Order, notably but without being limited to any instance whereby the Client has failed to respect its obligations of any nature whatsoever, and notably without being limited to any failure to make payment for any previous Order. In this instance, COSMED will notify the Client and, where applicable, reimburse all amounts paid for the Order by the latest within 30 (thirty) days, notwithstanding offsetting against any other amount payable to COSMED by the same Client.

**Fraud Prevention:** in order to protect the security of transactions and guarantee fraud prevention for remote sales, COSMED may undertake ad hoc inspections on Orders. In this framework, COSMED may ask the Client to provide supporting documentation for Order approval.

## **ARTICLE 5. PRICE AND PAYMENT TERMS**

### **5.1. Prices**

The price for the Services and total amount of membership fees (hereinafter the “**Prices**”) are indicated on the Website and/or purchase order and/or registration form.

Any rebates which may be applicable will be displayed on the Website and/or purchase order and/or registration form. No rebate is applicable in the event of payment in cash or early payment.

COSMED may amend its Prices at any time, with this modification being applicable on all future Orders.

Prices applicable for the issue of free sales certificates cover all necessary stages up until delivery in Mainland France of the free sales certificate, duly legalised for the country of use. These prices are given exclusive of VAT.

Prices may fluctuate in line with:

- The Services selected;
- The number of participants in an event (degressive pricing);
- Whether or not the Client is a Member of COSMED;
- The Client’s status;
- The date of creation of the Client’s company (for membership);
- The Client workforce (total number of Client employees)
- The turnover recorded by the Supplier as part of HA COSMED listings.

Regarding workforce numbers, that figure which is used is the total number of employees as at the date on which an Order is placed, and then annually as at the anniversary date of membership or registration. For groups of entities, the workforce used is that of all entities trading in cosmetics who form part of the group (with the group being considered as all affiliates of the Client, with the notion of affiliate corresponding to holding 50% or more shares or voting rights in another entity).

The Client undertakes to notify, throughout the period of its subscription and/or membership, and as soon as practically possible, any change to its circumstances. COSMED also reserves the right to check the Client’s status or its workforce numbers at any time (and to consequently request supporting documents from the Client, which the latter undertakes to provide within 30 days) during the term of the Order to ensure it fulfils all conditions.

Where necessary, COSMED will issue an additional invoice equal to the difference between the Price paid by the Client and the Price applicable.

Notably, in the event of application of the “Member” Price, any termination by the Client before provision of the Service or during the term of membership (for COSMED VEILLE) will lead to an additional invoice equal to the difference between the member price and non-member price. For membership to COSMED VEILLE, this additional amount will be billed on a pro rata basis from the end of membership up until the expiry date of the membership period.

### **5.2. Payment terms and late payment**

In the event of making payment online using the Website, where this function is available, the price is payable by card. The Client will be redirected to the payment interface managed by the payment provider chosen by COSMED and should follow the instructions displayed.

Additionally, the Client may make payment by bank transfer or cheque. In this instance, the Client should send its payment to the bank details displayed.

In the event of making payment by cheque, the Client undertakes to send a banker's cheque for the total Order amount to COSMED and must indicated on the rear of the cheque the Order references, accompanied by the registration form or order.

Any banking charges incurred by the payment will be paid by the Client.

The Client guarantees that it is authorised to use the payment method used and that it has access to sufficient funds to cover the cost of the Order.

For those amounts invoiced (in whole or in part) after completion of the Services and/or paid during the Contract as indicated above, payment should be made by the due date indicated on the corresponding invoice.

Where applicable, and without prejudice for all other rights of redress, failure to make payment by the due date will automatically and without any other form of notice being necessary, lead to invoicing late payment compensation fees at the rate applied by the European Central Bank plus 10 points, and applied to all amounts payable as well as payment of a compensation amount equivalent to costs incurred for recovery, without this amount being lower than the lump sum amount indicated by applicable legislation (in 2013 standing at 40 euros). Moreover, in the event of payment default, COSMED reserves the right to suspend the Services until payment in full of the invoice, without this suspension being considered as any default in performance of the order in question.

## **ARTICLE 6. OBLIGATIONS OF THE CLIENT**

### **6.1. Capacity and duty of information**

Any natural person who places an Order acknowledged to be duly authorised or commissioned to act as a representative of the Client, on whose behalf the Order is placed and, where applicable, the free sales certificate application(s) is (are) being made.

The Client undertakes to provide accurate information (where necessary with supporting documentation) and to immediately notify COSMED in the event of any modification of data sent at the time of Order or Membership and, where necessary and possible, to itself undertake said modifications within its Portal.

**COSMED MAY NOT BE HELD LIABLE IN THE EVENT OF PROVISION OF INCORRECT INFORMATION MAKING IT IMPOSSIBLE FOR COSMED TO RESPECT ITS OWN OBLIGATIONS.**

Where the Client sends information regarding its own employees or third parties (notably contact details, event participants), it undertakes to be authorised to do so and to inform those concerned that their personal data are being processed by COSMED (as indicated in the COSMED privacy policy).

### **6.2. Capabilities and prerequisites**

All hardware and equipment (computer, software, telecommunication means, etc.) which provide access to the Website and to the Services are payable solely and exclusively by the Client, as well as all telecommunication costs incurred by their respective use.

Prerequisites for accessing the Services will be notified by COSMED. In particular, the Website has been designed to operate in a classic computer environment using standard software. Minimum configuration required to use the platform are as follows: Platform (and Operating System):

PC (Windows® or MacIntosh®) / Software: Adobe Acrobat Reader®, Microsoft Excel®, Microsoft Word®, Microsoft PowerPoint®.

At the time of registration for events, training or webinars, the Client should ensure it has all items of hardware and connection necessary for the training.

On PC/ Mac : compulsory shared Webcam Operating System: Windows XP, Windows Server 2008 or more recent / Mac OS X 10.8 - Mountain Lion or more recent Web Browser: Internet Explorer 9, Mozilla Firefox 34, Google Chrome 39 (JavaScript activated) or the most recent version of any of these browsers Internet Connection: Internet connection by modem, ADSL or cable /1 Mbits/s or higher (broadband recommended) Software: GoToWebinar/ JavaScript activated Hardware: 2 Gb of RAM or more / Webcam/ Microphone and speakers (use of headset recommended).

In the event of failing to respect the required configuration, COSMED may not be held liable in the event of any improper operation.

Where applicable, participants should respect the scheduled start times and house rules applicable in any premises where events are organised. COSMED reserves the right, without any compensation of any nature whatsoever, to exclude any participant, at any time, whose behaviour affects the proper progress of the event and/or seriously disrespects the house rules.

### **6.3. Login details**

Access to certain pages of the Website is strictly reserved for Members or Subscribers and require access via Login Details. Similarly, access to certain pages on [www.cosmedcvl.fr](http://www.cosmedcvl.fr) requires connection using Login Details.

The Client hereby acknowledges that the Login Details of employees are strictly personal and confidential and consequently refrains from notifying or sharing these with any third parties. Storage of Login Details is the responsibility of the Client who should select a password which complies with recommendations in force and takes all necessary provisions to ensure it remains secure. The Client has sole and exclusive liability for use of its Login Details, whether fraudulent or otherwise. The Client undertakes to ensure respect of these provisions by its own employees using Login Details. It guarantees and holds harmless COSMED against any claim and/or legal action based on any use, whether fraudulent or otherwise, of its Login Details.

### **6.4. Responsibilities of the Client**

From a general perspective, the Client has sole and exclusive liability over its own commercial activities and respect of regulations in force and which are applicable.

The Client has sole and exclusive liability regarding the consultation, choice, use and interpretation of documentation provided by COSMED, as well as all actions and advice which it undertakes in the framework of its professional activities.

The Client has sole and exclusive liability for its use of the Services. COSMED may not under any circumstances replace the liability of the Client with regard to its obligations and choices in the performance of its own commercial activities. In particular, the notification of information in the framework of provision of the Services does not dispense reference to Official Journals and Regulations and may not incur the liability of COSMED.

## **ARTICLE 7. GUARANTEES AND LIABILITY**

### **7.1. Accessing the Website and Services**

COSMED will make all best efforts to provide continuous and uninterrupted access to the Website and, where applicable, the Services (provided online), with diligence and in respect of rules of the trade, notwithstanding any interruption required for maintenance, caused by any breakdowns, technical or legal requirements, without these periods of interruption incurring the liability of COSMED nor leading to any entitlement to compensation.

COSMED accepts an obligation of means in performance of its Services and may not be held liable for any defective operation of the Website due solely to their existence or, more widely, to any disturbances to the Internet, affecting use of the website services.

The Client acknowledges and accepts that nobody can guarantee uninterrupted operation of the Internet in a continuous manner. In the event of any inability to access the Website, due to technical problems or any other issues of any nature whatsoever, the Client may not make any claim for damages nor claim any compensation whatsoever.

Hypertext links displayed on the Website may redirect to other websites and COSMED may not be held liable in such instance as the content of these sites breaches legislation or causes any prejudice to the Client when visiting any of these third-party websites which are governed by their own terms of use.

## **7.2. Training and documentation**

COSMED may not be held liable for any error or omission observed on training media or in documentation issued to the Client, with these being considered educational (and not user manuals or official documentation) and which are necessarily completed by the training itself and the skills and competences of the Client. Moreover, COSMED is not required to update any media after the training or webinar.

## **7.3. Liability of COSMED**

From a general perspective, COSMED may only be held liable for any direct and proven damages which are attributable directly to a fault by COSMED, with the exception of any indirect or consequential damages, and notably any financial loss, lost turnover, lost profits, lost business or lost clients. Insofar as is permitted by applicable legislation, if COSMED should be held liable, for any reason whatsoever, it is expressly agreed that the total compensation and indemnification payable to the Client by COSMED, for all prejudice, will be strictly limited and may not exceed those amounts actually paid by the Client for provision of the Service which is directly at cause for the damages.

## **ARTICLE 8. TERM OF THE CONTRACT AND TERMINATION**

From a general perspective, the Contract is concluded for the term of performance of the Services or membership (as indicated in the articles of association).

In such instance as any party should breach the provisions in the Contract, the party making any claim may terminate the Contract automatically and by right without any other formality being required, 10 days after service of notice by special delivery letter with acknowledgement of receipt remaining without response, without prejudice for compensation which may be claimed from the defaulting party. In particular, termination will be possible following any default in those obligations stipulated under article 3 (default in performance of Services), article 5 (payment default), article 6 (obligations of the Client), and article 9 (intellectual property).

The end of the contract, whatever the reason, whether early or upon expiry, will bring an end to provision of the Services. The Client will no longer have access to the Portal.

## **ARTICLE 9. INTELLECTUAL PROPERTY**

All text, comments and illustrations appearing on the Website and, as applicable, on media and documentation provided by COSMED, regardless of the format (paper, digital, electronic, etc.) belong to COSMED or the corresponding copyright holders.

Consequently, the Client undertakes not to reproduce or reuse these other than for its own personal use.

More widely, aside for this use, the Client is prohibited from copying, reproducing, distributing, selling, publishing, or using in any other manner and distributing in any other electronic or other format, all information appearing on the Website or any media and documentation provided by COSMED. Consequently, any other use will constitute counterfeit and be sanctioned under intellectual property law, without the prior consent of COSMED.

**References:** COSMED may indicate the Client as user of its Services in its commercial references.

## **ARTICLE 10. APPLICABLE LAW AND JURISDICTIONAL COMPETENCE**

These General Terms and Conditions are governed by French law.

Any legal action regarding the signature, interpretation, performance or termination of contractual relations between COSMED and the CLIENT will be referred to the sole and exclusive competence of the Aix-en-Provence Commercial Court, notwithstanding multiple defendants or a call for joinder to proceedings, including for interlocutory proceedings.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS**

If any of the clauses in the Contract should be null and void due to any law or regulation or following any enforceable ruling by a court or competent authority, the parties expressly agree that the contract will not be rendered invalid due to the aforementioned clause and will strive to replace this with equivalent terms as close as possible to the initial intent of the parties.

In such instance as any of the parties should not request strict enforcement at any time by the other party of any provision or condition in the Contract, this will not be deemed as definitive relinquishment of enforcement of this provision or condition. Consequently, each party may request strict and full enforcement at any time by the other party of these General Terms and Conditions.