GENERAL CONDITIONS OF ACCESS AND USE OF THE APPLICATION

Welcome to U.learn GO (from now called the “Application”). In accordance with the law, we invite you to read these terms of use (hereinafter the “Terms”). As these are updated regularly, you are invited to consult this page each time you log on to the Application.

In the body of these CGU, words beginning with a capital letter refer to the definitions below:
- Application: means the application of Beedeez namely “U.learn GO”
- Company: means the company Beedeez, owner of this application and its contents.
- Support e-mail: means the e-mail: support_u.learn@engie.com

These Terms address your legal rights and responsibilities that apply to you when you use this Application.

This Application is made available to you free of charge (excluding the cost of connecting to the Application) for your personal use, subject to compliance with the Terms defined below.

By accessing, visiting and/or using this Application, you acknowledge that you have read, understood and agree to be bound by these Terms and agree to comply with all applicable laws and regulations. If you do not agree to these Terms, please do not use this Application.

You agree to access the information on this Application only for personal and non-commercial use.

The Application is to be used only for legitimate purposes; any misuse or redirection is not permitted, particularly where contrary to public order and morality. The content of these legal notices is subject to change. We therefore recommend that you read them very regularly.

General information

The Application is the property of the company “Beedeez”, made available by the company “CrossKnowledge” for the ENGIE Groupe, limited company with a capital of 2,435,285,011 Euros, registered with the Nanterre Trade and Companies Register, under number 542 107 651. ENGIE’s registered address is located at Tower T1 - 1 place Samuel de Champlain, Faubourg de l'Arche, 92400 Courbevoie, France (telephone: +33 (0)1 44 22 00 00).

SUBJECT

The purpose of the present General Terms of access and/or use is to provide access to the Online Training Programmes and services annexed to the Application.
Once you have registered for one of the proposed training capsules on this platform, you will be able to access at any time, via the Internet, 24 hours a day and
7 days a week, to classes and/or exercises selected by us. 
Your access is possible from any device connected to the Internet and equipped with an Internet connection with a speed greater than or equal to 2 Mb (computer, tablet, cell phone). The operation of the service is also possible Offline from the mobile application. This service offered by the Company is subject to change: the Company reserves the right to amend these General Conditions of Access and/or Use without notice.

**Limitation of Liability and Disclaimer of Warranty**

As a user of the Application, you acknowledge that you have the skills and means necessary to access and use this Application. ENGIE and its contributors make every effort to ensure that the information available on this Application is accurate and up to date, reserving the right to modify its content at any time and without notice. They cannot, however, guarantee that such information is complete, or that it will not be modified by a third party (by hacking, virus, etc.). ENGIE and its contributors do not accept any liability (direct or indirect) in case of delay, error or omission with regard to the content and use of these pages, as well as in case of interruption or unavailability of the service.

You acknowledge that you have been made aware that the Application is accessible 24 hours a day, 7 days a week, except in the case of force majeure events, difficulties with computer systems, issues relating to telecommunications networks or other technical difficulties. For maintenance reasons, ENGIE may interrupt the Application. It will make every effort to notify users in advance. ENGIE is not responsible for delays, difficulty in use, or incompatibility between this Application and files, your browser or any other programme accessing the Application.

ENGIE may in no event be held liable for any direct or indirect damage resulting or resulting from the dissemination by a third party of a virus through the Application and likely to infect your computer system following your connection to this Application, the use of this Application or browsing on this Application. Similarly, ENGIE will not be held liable for material or incidental damage (including, but not limited to, technical malfunction, disclosure of confidential documents and loss of data), or for any other indirect damage whatsoever arising from or related to use of the Application.

ENGIE makes every effort to ensure that the information available on the Application is accurate and up to date, and reserves the right to correct the Application content at any time and without notice. However, ENGIE and its contributors make no guarantee and assume no liability in any circumstances with regard to the information on this Application being adequate, sequential, accurate, free from errors, true, relevant, of fair and commercial nature, of good quality, valid and available. Each user assumes all of the risks associated with his/her reliance on this information. The Application may contain errors or omissions, including typographical or formatting errors. If you notice any errors, please let us know so that we can make the appropriate corrections.

The elements of the Application are provided “as are” without any warranty of any kind, implicit or explicit. ENGIE categorically rejects any interpretation seeking to liken the
Application content to an offer to buy or a solicitation to purchase shares or other securities, either listed or unlisted, in ENGIE, or in one or other of its direct or indirect subsidiaries or its affiliated companies.

ENGIE reserves the right, at its sole discretion, to modify any element of the Application. Within the context of its policy of updating and optimising the Application, ENGIE may decide to modify these Terms.

Any dated information that is published on the Application is for the date specified only.

Users are reminded that privacy of correspondence is not guaranteed on the Internet and that individual Internet users are responsible for taking such measures as appropriate to protect their own data and/or software from potential contamination by online viruses.

The Application gives access to other websites belonging to ENGIE or companies in the ENGIE Group, which may have their own legal notices that should be consulted and respected.

TRAINING PROGRAMMES

The user will have the possibility to register to one of the capsules proposed by ENGIE for his professional sector or on a personal basis and will benefit from the access to the service for a determined period of time, fixed at the time of his registration, failing that, during the duration of his contract. Digital training includes quizzes and/or online courses and even text writing.

ADDITIONAL TRAINING

The user will have the possibility of registering at any time of the year for another training course. He will then benefit from an extension of the duration of his basic training until the end of the additional training.

TRAINING TIME

The duration of the training courses is determined by the date of registration, but may be extended on an exceptional basis at the written request of the user.

ACCESS CONDITIONS

Opening an account: To be a user, it is necessary to have an access previously opened by the Company, valid at the time of connection and to be authorised to use the service. This authorisation is issued automatically by processing the Company’s data.

ACCESS TO THE SERVICE: Management of access codes and passwords
How to access training programmes:
The Application and some of its services require an access code and a password. These access codes and passwords are confidential, personal and non-transferable. You are responsible for their management and conservation and for the consequences of their use. It is up to you to take the necessary measures for their protection and conservation. ENGIE cannot be held responsible for any fraudulent use.

For security reasons, access to secure sections will be automatically disabled after several erroneous access attempts. ENGIE reserves the right to suspend access to the Application in case of fraudulent use or attempted fraudulent use of a user's password or access code. In the event of suspension of access, ENGIE will inform you. The Company reserves the right to exclude the “fraudulent” user from the system definitively, the latter will not be able to claim any kind of compensation.

The recordings made by the website's computer system during the user's connections will constitute proof of any act carried out by the user on the Application, as well as proof of the processing of these acts. Access to the application is conditioned either by SSO login and authentication (for internal staff) or by a login and password provided by ENGIE. In both cases, the identifiers granted to the user are strictly personal, confidential and non-transferable. SSO connections are subject to the conditions of use set by ENGIE. Beedeez cannot be held liable for any misuse of this section.

USER FRAUD
Each connection is registered. Any person other than the user himself/herself is prohibited from using the user's personal data to connect to the platform. The use of personal access data (identifiers) by someone other than the user would alter the user’s tracking data and could make the training programme ineffective.

In the event of fraud of any kind by a user of the Application and observed by the Company, the Company may not be held liable in any way whatsoever with respect to the results obtained by this means. By accepting these general conditions without reserve, the user certifies on his honour that he has followed his training without outside help.

INTELLECTUAL PROPERTY
The Application is governed in its entirety by French legislation and international conventions relating to copyright, trademark law and, in general, intellectual property. The brands and logos (semi-figurative marks) of ENGIE or its subsidiaries appearing on the Application are registered trademarks. The general structure, software, texts, images, videos, sounds, know-how, animations, database and, more generally, all the information and content appearing on the Application, are the property of ENGIE or are the subject of a right of use or exploitation.

The elements named in the application as “Avatars” and “Badges” and initially present are the property of Beedeez and are also subject to a right of use or exploitation.
Each subsidiary of the ENGIE group will have the possibility to create and deposit its own contents also subject to a right of use or exploitation.

These Terms do not grant you any licence or right to use all or any part of the Application. Any total or partial representation, modification, reproduction or distortion of all or part of the Application or its contents, by any process whatsoever, and on any medium whatsoever, may constitute an infringement punishable under civil or criminal law.

In the event that you wish to use any of the contents of the Application (text, image, etc.), you must obtain the express prior written consent of ENGIE or its subsidiaries, by writing to the address: support_u.learn@engie.com.
DATA PROTECTION
To learn more about how your personal data will be processed when using this Application, you can refer to the information notice relating to the Application by following this link.

Privacy Policy
As a user of the Application, you are required to comply with applicable legislation, and in particular the provisions of French law on data protection, any breach of which is subject to criminal prosecution.

In particular, you must refrain from any collection or misuse of information, including personal data to which you have access and, more generally, from any act that could be prejudicial to the privacy, honour, sensitivity, brand image, reputation of any natural or legal person, and of ENGIE in particular, by avoiding any statement, message or text that is libellous, inflammatory, malicious, derogatory or threatening, by any medium whatsoever.
Hypertext links

ENGIE cannot be held responsible for the hypertext links to other Sites, in particular with regard to the content of these Sites. ENGIE is not responsible for the hypertext links that lead to this Application and prohibits anyone from setting up such a link without its prior written authorization.

General clauses

Any transfer of the rights conferred by these Terms is strictly prohibited. If, for any reason whatsoever, a competent court were to hold that one of the provisions of these Terms is invalid, the invalidity of this provision will in no way affect the validity of the remaining terms, which will remain in force.

In the event of a dispute concerning the application or interpretation of these terms, the parties agree to seek an amicable solution. If either party fails to exercise a right or to pursue legal action under these Terms, they will not be deemed to have waived any such right or action. The Application is governed by French law. These Terms will be governed by and interpreted in accordance with French law.

APPLICABLE LAW AND COMPETENT JURISDICTION

Proper use of the U.learn GO Application!

The Application Team