

TERMS OF USE FOR COACHING ACROSS BORDERS

Fabienne Tailleur SAS - Coaching Across Borders a French *société par actions simplifiée*, with a share capital of 7,000 euros, whose registered office is located at 65, rue des Cascades 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 : 65, rue des Cascades 75020 Paris

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Site Host: Timeweb

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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.

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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 : 65, rue des Cascades 75020 Paris

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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.