

Terms of Service

These Terms & Conditions apply to students using our online services (“Online Course”), excluding Beyond Education. By booking on an Online Course you confirm you have read and accepted the below Terms.

1) Definitions

- i. ‘Acceptance’ or ‘Accepted’ means BE sends the Student an email confirming the Student has been accepted onto a Program.
- ii. ‘Application’ means submitting the Student information form (received via email) and paying via the BE website (beyondeducation.tech).
- iii. ‘Business day’ means Monday to Friday.
- iv. ‘Commencement Date’ means the start date of the chosen Program.
- v. ‘Contract’ means the legally binding arrangement that BE enters into with the Student once the Student has been Accepted on the Program and is subject to these Terms & Conditions as well as other documents to which they refer.
- vi. ‘Intellectual Property Rights’ shall mean copyright (and related rights), designs, patents, trademarks, confidentiality, confidential information and all other intellectual property rights that may subsist or will subsist in the future. This includes all such rights, whether they are registered or unregistered, and the rights to apply for renewals or extensions of those rights (where relevant).
- vii. ‘BE’ means the Beyond Education SAS, a company incorporated in France (Registration number 894 900 091) with registered address at 1 boulevard Sebastopol; Paris, 75001, France
- viii. ‘Online Guidelines’ means BE’s Get ready Kit, which are linked to in the Appendix.
- ix. ‘Program’ means BE’s Program as described on its website (beyondeducation.tech).
- x.

'Student' means the student and, where he is a minor, includes his parents or guardian

xi. 'Student Information Form' means the important form the Student/Parent is asked to fill in before 26th of June 2022.

xii. 'Student Content' means any content the Student provides during the Program, including any content on the Platform. Such content shall at all times comply with the Online Guidelines

xiii. 'VAT' means value added tax as provided for in [article 289](#) of code general of taxes. Prices are shown TTC (all taxes included). The VAT number of Beyond Education is FR 51894900091

xiv. 'Graduate' means the Student successfully completes and graduates from the Online Course, and includes the event at which the graduation is announced ('Graduation'), Graduation Certificate

xv. 'Platform' means the technology platform that hosts and delivers content. The Platform is currently hosted by the 'Platform Provider', circle.co, here and is subject to the Platform Provider's terms and conditions and privacy policy, (though this may change in the future). Platform provider is hosted by [Dreamshaper](#).

xvi. 'Content' means educational live or recorded video, audio and written content provided by BE Community Buddies

xvi. 'BE Community Buddy' means a tutor, mentor, speaker or staff member

2) Application and Student Information Form

i. By making an Application, the Student acknowledges that they have read this Contract and that they will be bound by this Contract if they are notified of Acceptance by BE.

ii. The Student must be aged between 12-21 at the start of the Program unless otherwise agreed in writing.

iii. The Student must be able to speak, understand and read English to an Intermediate/Upper Intermediate/Advanced English level. The Student's English language level must be above Common European Framework Level B2. If BE determines at its sole discretion that the Student's English proficiency is not at this level, BE reserves the right to either remove the Student from his Program without refund.

iv. If the Student does not fill in the Student Information Form before 26th of June, or, in the sole judgement of BE, has not filled this in accurately or comprehensively, BE can't be responsible for any acts or omissions BE makes related to any information that would have otherwise been expected to have been written on the Student Information Form.

3) Acceptance

- i. By submitting an Application, this does not constitute Acceptance. Any Acceptance is solely at the discretion of BE subject to reviewing the Student's Application, including their personal statement. BE may request further information before making a decision regarding Acceptance.
- ii. The Student's place is not confirmed until they have paid the full fees.
- iii. BE reserves the right to withdraw any offer that is made to the Student, or terminate the Contract if it transpires that the Application is inaccurate or incomplete

4) Payment

- i. Fees are inclusive of VAT where appropriate and when outlined on the invoice.
- ii. Payment must be made in euros via Stripe, or, at the discretion of BE, by another method. The Student should bear in mind that some banks will charge a fee for transferring the money, or the exchange rate may fluctuate, and it is the Student's responsibility to cover these payments and ensure that the exact amount is received by BE
- iii. The Online Course fees are not refundable in any circumstance except in accordance with clause 5 (i)
- iv. All payments made or to be made under this Contract shall be made in full, without any deduction, withholding, set-off or counterclaim on account of any taxes or otherwise.

5) Cancellations

- i. The Student has the right to cancel this Contract but no refund will be made. If this contract is cancelled by the Student, the Student is entitled to transfer their place to another Student.
- ii. If the Student wishes to cancel this Contract in accordance with clause 5.i, BE must be notified in writing here

contact@beyondeducation.tech providing all the necessary information.

6) Termination

i. BE reserves the right at any time to terminate this Contract by written notice without refunding any fees to the Student if BE determines at its sole discretion that:

a) Payment of the fees in full has not been made within 7 days of the invoice.

b) The Student has not fully filled in the Student Information Form before the 26 June, or, in the sole judgement of BE, has not filled this in accurately or comprehensively.

c) The Student has not updated BE immediately about any changes to the details in the Student Information Form.

d) In the sole judgement of BE, the Student is medically unfit to participate in the Program.

e) The Student does not meet the English language level, or does not pay the additional fees for this, after BE has determined at its sole discretion that the Student's English proficiency is not at the level required for the Program, in accordance with clause 2 (iii)

f) The Student has behaved unacceptably, missed classes, broken any of BE's Online Guidelines (in Get Ready Kit) or any French law. BE also reserves the right to refer such instances to the relevant authorities such as the police.

g) In the event that BE terminates this Contract under this section 6), the Student will not be allowed to Graduate, will be prohibited from attending the Celebration and will not receive their certificate, or letter of recommendation or tutor report (or, if the Student has been issued with their certificate, letter of recommendation or tutor report these will be withdrawn).

ii. The rights, liabilities or remedies of either party shall not be affected after termination, nor will the continuance of any of this Contract's provision (to the extent to which it is expressed or by implication intended to continue)

7) Limitation of Liability

i. BE will not be liable to the Student or any connected persons for any claims, costs, expenses or damages (including but not limited to property, personal belongings or money), losses (including but

not limited to loss of profits, revenue, data, contracts or opportunities) or any liabilities of any kind (whether direct or indirect), except for death or personal injury resulting from proven negligence in a French court of law. Without limiting the generality of this clause, BE will not accept liability in the following circumstances:

- a) Loss of or damage to personal belongings whether or not caused by BE's negligence. Students are advised to arrange insurance to cover such eventualities
 - b) If the failure or improper performance of this Contract is the fault or part-fault of the Student, or is the fault of someone else not connected with BE or third parties involved in the provision of the Program
 - c) Any unusual or unforeseeable circumstances beyond BE's control, the consequences of which could not have been avoided even if all due care had been exercised
 - d) If the failure or breach of this Contract is in whole or in part attributable to the occurrence of any event that BE could, even with reasonable care, not have foreseen.
- ii. The Student will indemnify and keep indemnified BE from and against any losses, claims, costs, expenses or damages or any liabilities of any kind incurred by it as a direct or indirect result of a breach of this Contract or a violation of BE's Online Guidelines by the Student
 - iii. Where BE makes any payment to the Student arising from this Contract, the Student must assign to BE or its insurers any rights it may have to pursue any other third party. The Student must also provide BE and its insurers with all assistance required.

8) The Student agrees:

- i. Not to participate in any act or illegal activity that may bring BE, any of its facilities or software BE uses into disrepute
- ii. To abide by BE's Online Guidelines and the decisions of BE's staff. In the event of any breaches of these Online Guidelines or decisions of BE's staff, BE reserves the right to terminate this Contract in accordance with Clause 6.
- iii. To abide by BE's policies including, the Online Guidelines.

- iv. To indemnify BE from and against any and all damages, losses, expenses, claims, costs and reimbursements as a result of any infringement by the Student of any third party's Intellectual Property Rights.
- v. To indemnify BE from and against any and all damages, losses, expenses, claims, costs and reimbursements arising from any connection with any act or omission of the Student.
- vi. To behave considerably, responsibly and co-operatively towards anyone involved with BE, including fellow students, Community Buddies and staff.
- vii. Not to damage property, premises or persons, and to fully indemnify BE for any costs incurred in such damage.
- viii. Not to make use of the name, logos, crest, trademarks, coat of arms or insignia of Beyond Education and other such organisations BE contracts with, except where written permission has been given.
- ix. Not to publish any material by any medium relating to BE, its staff, students, facilities or any other person or body BE has a relationship with without BE's written permission
- x. Not to give interviews or statements to any form of media outlet (including social media) in relation to BE unless given written permission to do so by BE.
- xi. To immediately withdraw any material given to any form of media outlet (including social media) where permission was not given by BE.
- xii. To provide BE with an unlimited worldwide license to use any Student Content for its business use and promotional activities, to warrant that any work it creates as part of its participation in a Program is not plagiarised and does not infringe any third party Intellectual Property Rights, and to provide an unlimited license to BE to use such work on its marketing materials, website and social media.
- xiii. That live Program content may be recorded, stored and used by BE, for the purpose of Program quality control
- xiv) That anything the Student posts on the Platform or on any other software BE uses (such as Zoom) will represent their own views and will not contain (or link to) any unlawful, threatening or

offensive material and the Student agrees to be fully liable and to indemnify BE for any damage caused by their breach of this clause

9) Notices

- i. All notices shall be in English and in legible writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice
- ii. Notices shall be deemed to have been duly given:
 - a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - b) when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
 - c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

- iii. Service of any document for the purposes of any legal proceedings concerning or arising out of this Contract shall be effected by either party by causing such document to be delivered to the other party at its registered or principal office, or to such other address as may be notified to one party by the other party in writing from time to time.

10) Data Protection

BE will comply with the General Data Protection Regulation (2016/679). Full details of how BE handles the personal data of Students and others are contained in the Data Protection Policy on our website.

11) Force Majeure

- i. BE shall not be liable for any failure, delay or part-performance in performing their obligations where such failure or delay results from any cause that is beyond their reasonable control. Such causes include, but are not limited to: power failure, Internet Service Provider failure, third party service or facility withdrawal, industrial action, civil unrest, fire, flood, storms, earthquakes, outbreak of contagious or other notifiable human or animal

infection, disease or condition, air traffic disruption, acts of terrorism, acts of war, governmental action or changes in legislation/regulation, any direction of a competent local or national authority (or fear of such), or any other event that is beyond the control of BE ("Force Majeure Event").

ii. If a Force Majeure Event or disruption from such an event occurs, BE may terminate this Contract by written notice to the Student

iii. Should the Program be cancelled, postponed or otherwise adversely impacted as a result of a Force Majeure Event, there shall be no refunds for payments already received by BE. If economically and administratively viable for BE to do so, BE will make all reasonable efforts to offer a place at a future Program to the Student, subject to availability, and shall not be liable for any additional expenses the Student may incur (including, but not limited to, travel or accommodation) because of cancellation or postponement of the Program and in attending a future Program. BE shall not be required to offer such an alternative place, does not guarantee that it will do so, and shall not be required to offer any refund or monetary compensation to the Student in such cases. For the avoidance of doubt, the occurrence of a Force Majeure Event shall in no circumstances place any requirement on BE to make any form of reimbursement, compensation or refund

12) Recordings & Promotional activities

i. Online sessions may be recorded and the recording may be made available publicly to enable other students and parents to be able to watch the recording. If the Student does not agree to this, they must not turn their camera on during the recording

ii. The Student should advise BE in writing before the Commencement Date if he/she would prefer not to participate in recordings or photographs for promotional purposes and unless otherwise instructed in writing beforehand, BE may use these images for its business use and promotional activities on an ongoing basis

iii. At the beginning and end of the Program, BE will ask the Student to fill in an evaluation questionnaire. BE may use statistics and quotes from these to promote future Programs, and may

credit the Student's name and school next to these quotes. The Student should advise BE in writing before the Commencement Date if he would prefer for BE not to use this information in future publicity.

13) Graduation

- i. Whether or not the Student Graduates or receives a certificate, report and/or letter of recommendation is at the discretion of BE. In order to Graduate from an Online Course, the Student must:
 - a) attend all compulsory sessions for the full duration of the Online Course (except those for which the student is ill where the illness is certificated by BE at their entire discretion), and have participated positively and appropriately;
 - b) complete to an appropriate level and hand in all work required by the Student's tutor or mentor;
 - c) not plagiarise any work;
 - d) not have had the Contract terminated by BE
- ii. If BE becomes aware of any breach to these Terms & Conditions, or the Online Guidelines, after the Online Course, BE reserves the right to withdraw the Graduation certificate, tutor report and/or letter of recommendation which has been conferred onto the Student

15) Platform

- i) The Student represents and warrants that he:
 - a) Will not share any login details or otherwise enable unlawful access to the Platform by any other person
 - b) Will not scrape, copy, share or otherwise extract the Content from the Platform
 - c) Nothing in these Terms & Conditions assigns or transfers to the Student any rights, title or interest (including any Intellectual Property Rights) in the Platform or the Content
 - d) Except as expressly warranted in these Terms & Conditions, and except to the extent prohibited by law, BE disclaims all implied representations and warranties regarding the Content including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. BE makes no representation that the Content will be error-free, correct, accurate, complete, reliable, secure, current or up-to-date. BE is not liable for the availability

and/or functionality of the Platform or any liability caused by any acts or omissions of the Community Buddies. All issues with the Platform (including, without limitation, its availability and functionality) are the sole responsibility of the Platform Provider

ii) BE reserves the right to remove or edit any Content or Student Content at any time.

16) General

- i. Nothing in this Contract shall be construed as creating a partnership with the Student.
- ii. The Student may not subcontract any rights under this contract to another person or company without the consent of BE.
- iii. BE may assign all or any of its rights under this Contract to any person or company without any requirement to notify or obtain further consent of the Student.
- iv. No amendments of this Contract shall be effective unless confirmed in writing and signed by both BE and the Student.
- v. No waiver by BE of any breach of these terms shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.
- vi. Whilst every effort has been made to ensure that this Contract adheres strictly with the relevant provisions of the L. 441-1 Code of commerce in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from this Contract and shall not affect the validity and enforceability of the remaining terms. This term shall apply only within jurisdictions where a particular term is illegal.
- vii. The headings in this Contract are for convenience only and shall not affect the interpretation of the Contract.
- viii. Words imparting the singular shall include the plural and vice versa.
- ix. References to any gender shall include the other gender.

- x. BE makes every effort to provide an accurate description of the Program, but can make no guarantee about the content or structure, which may change.
- xi. BE reserves the right to cancel Programs (for reasons including, but not limited to, insufficient numbers of students signed up for the course), in which case BE will make every effort to transfer the Student to another Program.
- xii. BE reserves the right to modify or cancel the Program, and to make alterations to the Program, terms, rules, policies, courses and Community Buddies at any time before or during the Program without the Student's consent. BE shall not be held responsible for any inconvenience caused.
- xiii. Wherever possible, BE will try to accommodate the Student's reasonable requests for a change to his booking (e.g.: change of course or change of dates) but cannot guarantee and is under no obligation to do so.
- xiv. Photographs are provided as an example only and BE's Community Buddies, classrooms or other facilities may be different to those displayed.
- xv. No advice or information provided by BE or BE's Community Buddies at any time shall create any legal obligation and BE makes no warranty that BE's courses or services shall meet the Student's requirements or be fit for a particular purpose
- xvi. Where any BE policy differs with these Terms and Conditions, these Terms and Conditions shall prevail
- xvii. BE may revise these terms from time to time. The most current version will always be posted on BE's website. Any material changes will be notified to the Student by email.
- xix. This Contract shall be governed by the laws of France.
- xx. Each party irrevocably submits to the exclusive jurisdiction of the courts of France, to settle any dispute or question relating to this Contract, or any other matter