



# GENERAL TERMS AND CONDITIONS OF USE OF THE SITE AND THE ONLINE SERIOUS GAME LEARN2LEAD DEMO VERSION

## **PREAMBLE**

The provided service, initially offered by MF & PARTNERS CONSULTING, is run by LEADERGAME, Simplified Joint-Stock Company with a share capital of 498 890 euros, head office 28 Chemin de Vallombrey – 69 130 Ecully – F –, registration number at the RCS 753 348 929.

LEADERGAME has especially made a DEMO platform for users wanting to play level 1 and level 2 of Leadership online serious game LEARN2LEAD for free, after filling an inscription form.

## **ARTICLE I - DÉFINITIONS**

- User: any user with access to the content on the web site [www.leadergame.fr](http://www.leadergame.fr) which contains the DEMO platform
- LEADERGAME: company providing the online service to the users of LEARN2LEAD DEMO Version
- LEARN2LEAD DEMO version : platform and online serious game
- Web site [www.leadergame.fr](http://www.leadergame.fr) : all online services provided to the users of LEARN2LEAD DEMO version
- Contract : general terms and conditions of use of the site and online serious game LEARN2LEAD DEMO version

**LEADERGAME, Simplified JSC with a share capital of 498 890 €**  
Head office: 28 Chemin de Vallombrey – 69130 Ecully – F –  
753 348 929 RCS de LYON  
[contact@leadergame.fr](mailto:contact@leadergame.fr) – [www.leadergame.fr](http://www.leadergame.fr)

**SIRET : 753 348 929 000 13 – TVA : FR 52 753 348 929**  
Professional Training: activities declared and registered under the number **82 69 13852 69** by the Préfet de  
Région de Rhône-Alpes

This declaration is not a State agreement



## ARTICLE II - AIMS

The aims of this contract are to specify the conditions of use of the site and the online game LEARN2LEAD for the users, as well as the commitments of LEADERGAME.

## ARTICLE III – INFORMATION DISCLOSURE

**3.1.** Upon inscription, each user agrees to provide LEADERGAME with correct information regarding his or her identity as well as his or her electronic addresses. LEADERGAME is not responsible for any incorrect registration.

**3.2.** Each user agrees to inform LEADERGAME, in the manner that seems most appropriate, of any change regarding his or her name, postal address or electronic address.

**3.3.** LEADERGAME agrees to inform the user of any significant modification made to the LEARN2LEAD site within a reasonable amount of time, except in cases of *force majeure*, and notably with regards to any service interruptions of the LEARN2LEAD site imposed by the law, a legal decision or necessary maintenance.

**3.4.** LEADERGAME agrees to provide means for users to contact LEADERGAME directly or through an authorised representative with regards to any problems on the LEARN2LEAD site. In this regard, an email address is already active: [contact@leadergame.fr](mailto:contact@leadergame.fr)

**3.5.** LEADERGAME agrees to allow online access at any time and for any user to these General Terms and Conditions. If this online access were to be impossible at any moment, LEADERGAME agrees to send the present General Terms and Conditions via post or email to any user that requests them. In such a situation, the latest version of these General Terms and Conditions shall be sent.

## ARTICLE IV – HONOURING THE GENERAL TERMS AND CONDITIONS

**4.1.** Each user agrees to respect the entirety of the present General Terms and Conditions upon each visit to the web site.

**4.2.** LEADERGAME agrees to honour the present General Terms and Conditions within the limits of current laws and regulations.

## ARTICLE V – USAGE OF THE LEARN2LEAD SITE

**LEADERGAME, Simplified JSC with a share capital of 498 890 €**

**Head office: 28 Chemin de Vallombrey – 69130 Ecully – F –**

**753 348 929 RCS de LYON**

**[contact@leadergame.fr](mailto:contact@leadergame.fr) – [www.leadergame.fr](http://www.leadergame.fr)**

**SIRET : 753 348 929 000 13 – TVA : FR 52 753 348 929**

Professional Training: activities declared and registered under the number **82 69 13852 69** by the Préfet de Région de Rhône-Alpes

This declaration is not a State agreement



## 5.1. GENERAL

To be able to use the LEARN2LEAD site, the user must possess a computer working with the main operating systems (Windows 2000/XP/Vista/7/8/10 and Mac OS X) and an active Internet connection (physical connection and subscription to an Internet service provider) working with the main browsers (Internet Explorer, Firefox, Chrome, Safari, Opera, Camino). The fees pertaining to these elements are exclusively borne by the user. Subscription to the LEARN2LEAD site is strictly individual, to be used in a personal or professional capacity.

Furthermore, using LEARN2LEAD requires the prior download of the Unity program, which enables the data management and sending required for the games on the User's computer. LEADERGAME cannot be held responsible if the User refuses to install Unity program or in case of no installation of Unity program for any reason.

Unity is the sole property of its copyright holders, and is protected by French copyright laws, as well as international conventions and treaties regarding copyright and any other applicable law. The present Terms and Conditions grant a licence of use, with limited and non-exclusive rights to use the program on a personal desktop or laptop computer. The terms of the present licence agreement does not allow the user to: copy, modify, nor to extract the source code, decompile or create derivatives of Unity, nor to remove any means of identification of the names of the owners of Unity, either entirely or partially. Usage is authorised in a personal or professional manner, but the sale, transfer, lease or donation of Unity to a third party is strictly forbidden. Unity is thus provided under a licence agreement and is in no way sold to the User.

While optimising LEARN2LEAD, LEADERGAME may need to update Unity, and subsequently propose these updates to the User. LEADERGAME cannot be held responsible of any malfunction of LEARN2LEAD if the User refuses to install these updates.

## 5.2 VISITOR AND SUBSCRIBER REGISTRATION

The User is registered when he or she has correctly filled in the registration form. At this time, the User chooses a user name and a password.

The User then receives an email confirming the registration with the user name and the password. This information is personal and confidential. The User is sole responsible for it and agrees to not disclose it.

Subsequent access to the services on the LEARN2LEAD site requires the usage of a user name and password.

On each registration form, in accordance with the French Act n°78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, the User is informed whether the requested personal information is required or optional.

**LEADERGAME, Simplified JSC with a share capital of 498 890 €**

**Head office: 28 Chemin de Vallombrey – 69130 Ecully – F –**

**753 348 929 RCS de LYON**

**[contact@leadergame.fr](mailto:contact@leadergame.fr) – [www.leadergame.fr](http://www.leadergame.fr)**

**SIRET : 753 348 929 000 13 – TVA : FR 52 753 348 929**

Professional Training: activities declared and registered under the number **82 69 13852 69** by the Préfet de Région de Rhône-Alpes

This declaration is not a State agreement



LEADERGAME will be able to organise marketing campaigns aimed at their subscribers.

### 5.3 COOKIES

In order to enable use of the LEADERGAME site, as well as to enable LEADERGAME to offer personalised services and to improve performance of site content, the Users are informed that one or more cookies shall be placed on their hard drive.

For users of the navigator Netscape, it is necessary to have at least authorised cookies sent back to the server.

For Internet Explorer users, it is necessary to have at least authorised cookies every session.

The users are informed that they can refuse placement of these cookies by following the procedure provided by their Internet navigator. However, usage of the LEADERGAME site in this case may be affected, or even impossible.

## ARTICLE VI – COST OF SERVICE

The LEARN2LEAD DEMO Version is free. The session will expire if the user log out.

## ARTICLE VII – INTELLECTUAL PROPERTY RIGHTS

LEADERGAME is the exclusive owner of all intellectual property, including both conception and content of the LEARN2LEAD site. LEADERGAME has duly acquired all rights enabling the operation of the structure and content of the site, without limit.

LEARN2LEAD is the sole property of its copyright holders, and is protected by French copyright laws, as well as international conventions and treaties regarding copyright and any other applicable law. The present Terms and Conditions grant a licence of use, with limited and non-exclusive rights to use the program on a personal desktop or laptop computer. The terms of the present licence agreement does not allow the user to: copy, modify, nor to extract the source code, decompile or create derivatives of LEARN2LEAD, nor to remove any means of identification of the names of the owners of LEARN2LEAD, either entirely or partially. Usage is authorised in a personal or professional manner, but the sale, transfer, lease or donation of LEARN2LEAD to a third party is strictly forbidden. LEARN2LEAD is thus provided under a licence agreement and is in no way sold to the User.

With the exception of the rights provided to the User, it is particularly prohibited to copy, reproduce, represent, modify and/or profit from, in any way or form and with any aim, totally or partially, the structure and content of the LEARN2LEAD site.

**LEADERGAME, Simplified JSC with a share capital of 498 890 €**

**Head office: 28 Chemin de Vallombrey – 69130 Ecully – F –**

**753 348 929 RCS de LYON**

**[contact@leadergame.fr](mailto:contact@leadergame.fr) – [www.leadergame.fr](http://www.leadergame.fr)**

**SIRET : 753 348 929 000 13 – TVA : FR 52 753 348 929**

Professional Training: activities declared and registered under the number **82 69 13852 69** by the Préfet de Région de Rhône-Alpes

This declaration is not a State agreement



There is no limitation of validity for this prohibition, even after the duration of contract.

## **ARTICLE VIII - LIABILITY**

LEADERGAME cannot be held liable for the content of the sites the users may directly or indirectly access via the web site.

LEADERGAME or its partners shall not be held liable in any shape or form for any loss or harm suffered during usage of the web site, including but not limited to indirect damages such as loss of customers, absence from work, computer problems or malfunction, or any other loss or commercial prejudice.

Some countries do not allow for the limitation or exclusion of certain implicit guarantees. Other countries allow limitations regardless of the duration of the implicit guarantees. Therefore, these limitations or exclusions may not be applicable to your situation.

## **ARTICLE IX – RIGHT OF ACCESS TO THE DATA FILES**

In accordance with the French Act n°78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, all users have the right to access and rectify their personal information.

This right may be exercised via electronic mail to the following address: [contact@leadergame.fr](mailto:contact@leadergame.fr).

All users may also oppose the communication of their name, postal address and electronic address to third party companies. This right may be exercised online when signing up.

LEADERGAME is registered to the CNIL and does not sell its users' and customers' listings.

## **ARTICLE X - MAINTENANCE**

LEADERGAME may need to suspend access to all or part of the LEARN2LEAD site, on a temporary basis and without the right to compensation, for maintenance.

## **ARTICLE XI - FORCE MAJEURE**

Neither of the two parties can be held responsible with regards to the other party for the non-execution or for delayed execution of an obligation contained in the present contract towards

**LEADERGAME, Simplified JSC with a share capital of 498 890 €**  
Head office: 28 Chemin de Vallombrey – 69130 Ecully – F –  
753 348 929 RCS de LYON  
[contact@leadergame.fr](mailto:contact@leadergame.fr) – [www.leadergame.fr](http://www.leadergame.fr)

**SIRET : 753 348 929 000 13 – TVA : FR 52 753 348 929**  
Professional Training: activities declared and registered under the number **82 69 13852 69** by the Préfet de  
Région de Rhône-Alpes

This declaration is not a State agreement



the other party following the incidence of a *force majeure* case as usually recognised by French case law.

Such cases of *force majeure* suspend for their entire duration all obligations created by the present contract. However, if the incidence of *force majeure* were to last over 30 consecutive days, such a situation would enable the automatic termination of the contract by either party, fifteen days after mailing a normal letter containing notification of this decision.

## **ARTICLE XII – DURATION – TERMINATION – WITHDRAWAL**

**13.1** The present contract is in effect for the duration of the User's subscription to LEARN2LEAD. The duration of the subscription is set for a session. LEADERGAME reserves the right to terminate the subscription of any user, without warning or compensation.

After termination, or at the end of the period of subscription, the user can sign up once more. In such a case, the user tacitly accepts the terms of the present contract.

**13.2** In addition, LEADERGAME reserves the right to terminate the subscription of any user, without warning or compensation, if the user does not respect any of the obligations of the present contract. In this case, access to the LEARN2LEAD site is immediately revoked.

## **ARTICLE XIII - MODIFICATIONS**

The present terms and conditions can be modified following the possible development or change of the LEARN2LEAD site. In this light, users are invited to consult these terms and conditions. Continued use of the LEARN2LEAD site, following possible modifications to the present terms and conditions, implies acceptance of these terms and conditions.

The online contracts prevail upon any and all other contracts that may appear in manuals or other documents, as well as contracts that may have been sent to a user. Any modifications shall be inserted into the present online contract.

## **ARTICLE XIV- INVALIDITY**

If any one of the stipulations of the present contract were to be contrary to the law or invalid, only that clause will be rendered void, and not the whole contract.

**LEADERGAME, Simplified JSC with a share capital of 498 890 €**  
Head office: 28 Chemin de Vallombrey – 69130 Ecully – F –  
753 348 929 RCS de LYON  
[contact@leadergame.fr](mailto:contact@leadergame.fr) – [www.leadergame.fr](http://www.leadergame.fr)

**SIRET : 753 348 929 000 13 – TVA : FR 52 753 348 929**  
Professional Training: activities declared and registered under the number **82 69 13852 69** by the Préfet de  
Région de Rhône-Alpes

This declaration is not a State agreement



## **ARTICLE XV – APPLICABLE LAW - DISPUTES**

The present terms and conditions of use are subject to French law. In case of dispute, French courts of law shall be the only competent court of jurisdiction. For any dispute arising from the present contract with a professional user, only the Lyon Commercial Court shall be competent.

**LEADERGAME, Simplified JSC with a share capital of 498 890 €**  
Head office: 28 Chemin de Vallombrey – 69130 Ecully – F –  
753 348 929 RCS de LYON  
[contact@leadergame.fr](mailto:contact@leadergame.fr) – [www.leadergame.fr](http://www.leadergame.fr)

**SIRET : 753 348 929 000 13 – TVA : FR 52 753 348 929**  
Professional Training: activities declared and registered under the number **82 69 13852 69** by the Préfet de  
Région de Rhône-Alpes

This declaration is not a State agreement