



GENERAL TERMS AND CONDITIONS OF SALE AND USE OF LEADERGAME

PREAMBLE

The services offered are operated by LEADERGAME, SAS with a capital of 498,890 euros, whose registered office is located at 28 Chemin de Vallombrey - 69 130 Ecully - F -, registered with the RCS of LYON under the number 753 348 929.

The present General Terms and Conditions of Sale and Use refer to the provisions of the General Data Protection Regulation (GDPR) and to the [legal notice](#) of LEADERGAME which includes the obligations arising from the GDPR. You are deemed to have read these legal notices by accepting these General Terms and Conditions of Sale and Use.

ARTICLE I - DEFINITIONS

Customer: Any natural or legal person, any professional or non-professional who visits the Site, which is the subject of this legal notice and the general conditions of use and sale, and/or who connects with a subscription or with a DEMO version.

LEADERGAME: company providing online content to users.

Services: LEADERGAME provides Users and Clients with :

The Site : leadergame.fr and its Content

Content: All the LEADERGAME sites and platforms and their content including all the services, services and serious games and other applications accessible on the LEADERGAME sites and platforms, in particular LEARN2LEAD and LEADERCRAFT, My LEADERCRAFT, LEADERGAME PLAY, without this list being restrictive, as well as the elements constituting the information present on the Site, in particular texts - images - videos - presentation media and educational media, without this list being restrictive.

Customer information: Hereinafter referred to as "Information (s)" which corresponds to all personal data that may be held by LEADERGAME, for the management of your account, the management of customer relations and for analysis and statistical purposes.

User: Internet user connecting to and using the Site

Personal information: "Information which allows, in any form whatsoever, directly or indirectly, the identification of the natural persons to whom it applies" (article 4 of law n° 78-17 of 6 January 1978).

CONTRACT: GENERAL CONDITIONS OF SALE AND USE OF LEADERGAME AND THE WEBSITE

LEADERGAME, SAS au capital de 498 890 €
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753 348 929 RCS de LYON
www.leadergame.fr

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

Déclaration d'activités enregistrée sous le numéro **82 69 13852 69** auprès du Préfet de Région de Rhône-Alpes
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ARTICLE II - PURPOSE

The purpose of this contract is to set the rules for the use of the Website by users as well as the commitments of LEADERGAME.

ARTICLE III - OBLIGATION OF TRANSPARENCY

3.1 Each user undertakes to provide LEADERGAME with accurate information on their identity as well as their postal address and email address when registering. LEADERGAME is not responsible for any false declarations that may be made, in particular for the reception of confirmation emails and the establishment of invoices.

3.2 Each user undertakes to inform LEADERGAME, in the way it deems most appropriate, of any change in its name, postal address and e-mail address.

3.3. LEADERGAME undertakes to inform the user of any substantial modification made to the Site, with reasonable notice, except in cases of force majeure, and in particular of any interruption in the supply of the Site that may be imposed by law, a court decision or a maintenance requirement.

3.4. LEADERGAME undertakes to provide the user with a means allowing the latter to contact LEADERGAME or an authorised representative for any problem concerning the Site. In this respect, an e-mail address is already active : contact@leadergame.fr

In addition, a "Contact Us" and a "Support" area are directly accessible on the Site, for any project or educational request and any technical request respectively.

3.5. LEADERGAME undertakes to allow, at any time and to any user, online access to this contract. If this online access should prove impossible at any time, LEADERGAME undertakes to send the present contract to any user who requests it, by post or e-mail provided by the user. In this case, the latest version of the present contract will be sent to the user.

ARTICLE IV - COMPLIANCE WITH THE CONTRACT

4.1. Each user undertakes to respect the whole of this contract, during each of his visits to the Site.

4.2. LEADERGAME commits itself to respect, within the limits provided by the law and regulations in force, the stipulations of the present contract.

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ARTICLE V - TERMS OF USE OF THE SITE

5.1. GENERAL

To be able to use the Site, the user must have a computer and access to the Internet (physical connection and subscription with an access provider) running the main operating systems (Windows 8/10 and following Mac OS X and following) and the main browsers (Edge, Firefox, Chrome, Safari, Opera, Camino). The costs related to these elements are the exclusive responsibility of the user. The subscription to the Site is individual and reserved for personal or professional use.

Furthermore, the use of serious games may imply the use and/or prior download of LEADERGAME proprietary software or, for example, "Unity 3D", which allows the repatriation and management of the data necessary for the games on the User's computer or mobile device. LEADERGAME cannot be held responsible in the event that the User refuses to install such proprietary software or authorise its installation. In this respect, the User is invited to check his/her firewall in order to authorise this installation.

Proprietary software is the exclusive property of its owner and is protected by copyright laws applicable in France, international copyright treaties and conventions and any other applicable laws. The User is hereby granted a limited, non-exclusive license and rights to use it on a home or portable computer and/or on any mobile device. Under this license agreement, the User is not permitted to: copy, modify, extract the source code, decompile, create derivative works of the proprietary software, or remove any identification of the name(s) of the owner(s) of such proprietary software, in whole or in part. He is allowed to use it for his personal/professional use but is not allowed to: sell, transfer, rent or give the proprietary software to third parties. The proprietary software is therefore provided under licence and is not sold under any circumstances.

As part of the optimisation of its content and services, LEADERGAME may be required to carry out updates, and to propose the installation of these updates to the User. LEADERGAME may not be held responsible, in the event of the User refusing to install these updates, for any malfunction of the Website resulting from said refusal.

5.2 REGISTRATION OF VISITORS AND SUBSCRIBERS

The User is registered either when he/she has correctly filled in the registration form and payment has been made, or when LEADERGAME registers the User and the corresponding payment has been made.

The User will then receive an e-mail confirming the registration with his/her login and password. These data are personal and confidential. The User is solely responsible for them and undertakes not to disclose them.

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Subsequent access to the services of the Site requires the use of the login and password.

On each registration form, the user is informed of the optional or mandatory nature of the personal data requested, in accordance with the French Data Protection Act of 6 January 1978.

LEADERGAME will be able to launch communication campaigns to its subscribers.

5.3 COOKIES

In order to use all the functions of the Site and to allow LEADERGAME to offer personalised services and to improve the performance of the contents of the Site, the user is informed that one or more cookies will be placed on his/her hard disk.

To find out about the cookies policy, please consult articles 11 and 12 of the LEADERGAME [legal notice](#).

ARTICLE VI - COST OF SERVICES

The cost of the Site's services is that agreed with the user or his company in an order form or communicated on the Site, in the case of an online order and payment.

All prices are exclusive of VAT.

All orders, regardless of their origin, are payable in Euros.

LEADERGAME reserves the right to modify its prices at any time, but the services and content are invoiced on the basis of the rates in force at the time the order is registered.

In the case of online orders, payment is secure and is made only by credit card, Paypal account or any other secure payment module offered online.

ARTICLE VII - PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

LEADERGAME is the exclusive owner of all intellectual property rights on both the structure and the content of the Website and the associated platforms, services and content, or has regularly acquired the rights allowing the exploitation thereof, without any limitation.

The Site and the platforms, service and associated content are the exclusive property of its rightful owners and are protected by copyright laws applicable in France, international copyright conventions and treaties and any other applicable law. The User is hereby granted a limited and non-exclusive license and rights to use the Site on a home, office or portable computer or any mobile device (tablet, mobile phone...). Under the terms of this licence agreement, the latter is not authorised to: copy, modify, translate, extract the source code,

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decompile, create derived products, in particular serious games and other applications, or remove any identification of the name of the owner(s) of the Site, in whole or in part. He is authorized to use it for his personal/professional use but is not allowed to: sell, transfer, rent or give the Content to third parties. The Content is therefore provided under license and is not sold under any circumstances.

The COMPANY retains the intellectual property of the game. The granting of the right to use the game under this contract therefore does not entail any transfer of ownership rights.

The USER undertakes not to directly or indirectly infringe the COMPANY's rights. The USER undertakes to take all necessary measures with regard to authorised users and any external person who may have access to the game to ensure the secrecy of and respect for the property rights in the game. In particular, the USER undertakes to take all measures to ensure that its staff does not keep any documentation or reproductions of the game outside the site.

In the event of any attempt to seize the game by a third party or any form of challenge to the COMPANY's rights, the USER shall immediately notify the COMPANY and lodge a protest against the seizure in order to make known the property rights involved.

Subject to the rights granted above to the User, it is notably forbidden to copy, reproduce, represent, translate, modify and/or exploit, in any way whatsoever and for any purpose whatsoever, all or part of the structure and content of the Site and its Content, in particular serious games and other applications, this list not being limitative

This prohibition and the present article from which it derives shall apply without restriction as to duration and in particular beyond the duration of the contract.

ARTICLE VIII - LIABILITY

LEADERGAME declines all responsibility for the content of sites to which users may have direct or indirect access from the Site.

In no event shall LEADERGAME or its partners be liable for any loss or damage suffered as a result of using the Site, including but not limited to consequential damages such as loss of goodwill, work stoppage, stoppage or malfunction of your computer or other media, or any other commercial loss or damage.

Some states or countries do not allow the limitation or exclusion of certain implied warranties or allow limitations on how long an implied warranty lasts. Therefore, these limitations or exclusions may not apply to you.

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ARTICLE IX - RIGHT OF ACCESS TO THE COMPUTERISED FILE

In accordance with the French Data Protection Act of 6 January 1978, all users have the right to access and rectify information concerning them.

This right can be exercised by sending an e-mail to the following address: contact@leadergame.fr

LEADERGAME is declared to the CNIL and does not sell the addresses of its users and subscribers.

For our privacy and data processing policy in accordance with the RGPD, please see our [legal notice](#).

ARTICLE X - MAINTENANCE

LEADERGAME may have to interrupt access to all or part of the Site, temporarily, for reasons of updating and maintenance, without the right to compensation.

ARTICLE XI - FORCE MAJEURE

Neither party shall be liable to the other for non-performance or delays in the performance of an obligation under this contract which are due to the fault of the other party following the occurrence of a case of force majeure as usually recognised by case law.

The case of force majeure suspends the obligations arising from the present contract for the entire duration of its existence. However, if the case of force majeure lasts for more than thirty consecutive days, it shall give rise to the right to terminate the contract as of right by either party fifteen days after sending a simple letter notifying this decision.

ARTICLE XII - ORDERING

The order is effective as soon as it is confirmed by the user and the information defined in paragraph 5.2. has been communicated to LEADERGAME.

With the online order, the registration is active and the services accessible immediately upon validation of the secure payment by credit card, Paypal account or any other secure payment module offered online.

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ARTICLE XIII - DURATION - TERMINATION - WITHDRAWAL

13.1 This contract is concluded for the duration of the User's registration with the Site, which is the period agreed with the User or his/her company or at the time of the online order.

The subscription formulas are renewable by tacit agreement except in the case of non-payment. In this case, LEADERGAME reserves the right to close the User's account.

At any time, the User may request cancellation by e-mail or by post. Receipt of this request will result in the account being closed, without compensation or reimbursement, at the end of the purchased period. In the case of a cancellation request by post or e-mail, this will be processed within 3 days of receipt of the request.

After termination or expiry of the registration, the user has the possibility to register again. He then tacitly accepts the terms of this contract.

13.2 LEADERGAME also reserves the right to terminate the registration of any user, without prior notice or compensation, in the event that the user fails to comply with any of the obligations set out in this contract. In this case, access to the Site will be immediately interrupted.

13.3 In accordance with Article L221-18 of the Consumer Code, the right of withdrawal cannot be exercised for this contract.

ARTICLE XIV - AMENDMENTS

These terms of use may be subject to change in accordance with any evolution of the Site. Users are therefore invited to consult these conditions of use in our [legal notice](#). Continued use of the Site following any changes to these terms of use shall constitute acceptance thereof.

The online agreements take precedence over any other agreement that may be contained in a manual or document and over any paper version that may be provided to a user. Changes will be incorporated into this online agreement.

ARTICLE XV- INVALIDITY

If any provision of this contract is contrary to the law or invalid, only that provision shall be invalidated and not the entire contract.

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ARTICLE XVI - APPLICABLE LAW - DISPUTES

The present general conditions of sale and use are subject to French law. In the event of a dispute, the French courts shall have sole jurisdiction. For any dispute arising in connection with these terms and conditions with a professional user, only the Commercial Court of Lyon shall have jurisdiction.

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