

General Conditions

General Conditions for sale and utilization of the ECCENTRIX company and for the utilization of the ECCENTRIX Website

Company information :

Company legal name :	ECCENTRIX
Place of business :	2000 McGill College, 6th floor, Montreal H3A 3H3 Quebec
Quebec business number :	1167779595
GST Number :	835084286 RT 0001
PST Number :	1218331366 TQ 0001
Website :	www.eccentrix.ca
Email :	info@eccentrix.ca

Introductory provisions

Article 1

These **General Conditions** define the legal relationship between the company ECCENTRIX (hereinafter: the "**seller**") and the purchaser of the website www.eccentrix.ca (hereinafter: "**ECCENTRIX**"), that is the customer of the services offered by the seller.

The General Conditions are drawn up in accordance with the applicable regulations of the laws of Quebec and Canada, the provisions of which apply to all matters not explicitly defined by these conditions.

By purchasing the services from the seller, the purchasers give their unambiguous consent to these Terms and Conditions and confirm that they have been properly

informed of all the circumstances material to the conclusion of an agreement before the service is rendered.

Article 2

All employees of the seller and all other persons engaged by the seller are required to fulfill their obligations in accordance with the relevant regulations of applicable law, the Terms and Conditions, the contract and the standards of the profession and due diligence.

Each purchaser has the right to choose training based on the seller's offer, detailed and provided on ECCENTRIX's website.

The services offer on the ECCENTRIX website may be changed at any time. Training prices can be regular and/or promotional. In addition, the prices of certain trainings are available to a purchaser upon its request.

In accordance with the provision of article 1 of paragraph 3 of the General Conditions, these conditions bind all purchasers of the ECCENTRIX site and apply to all their activities on it.

The General Conditions apply to all services of the seller's offer and are an integral part of the agreement, which is concluded between the seller and the purchaser in the event of a purchase.

The photos, images or video material published on the ECCENTRIX site, or as part of the offer, are the property of the seller and are exclusively symbolic in nature and for informational purposes only. They may therefore differ from the actual appearance of the services provided by the seller.

In the event of delivery of the service electronically, that is in a virtual classroom in direct broadcasting over the Internet, the purchaser must ensure that he has the appropriate technical equipment for the platform chosen by the seller to ensure the training. The course material and other devices explicitly provided for and mentioned in the seller's offer will be provided by the seller. By performing the contract with the seller, the purchaser confirms and guarantees that he meets all the conditions

necessary for the successful performance of the obligations towards the seller, according to the information on the ECCENTRIX site and in particular in the offer made to the seller. The seller will not be responsible for any potential interference during the use of the online platform, in accordance with the provision of article 4 of paragraph 6 of the General Conditions, caused by an inadequate configuration of the working environment, prohibitions access from the purchaser's environment or any other limitation of the purchaser's software or network.

The obligations of the seller, in the event of the delivery of a service in physical modality in public class also include the supply of devices and material to the purchasers, necessary for a successful execution of the programmed training.

Article 3

Through the ECCENTRIX's website, the seller sells services to legal entities with a legal address in Canada, so the prices for the Services published on the ECCENTRIX website are applicable to Canadian businesses. The training services are provided in French or English with the literature provided in the language chosen by the author of the training, being English for most of the trainings.

Purchase procedure

Article 4

By choosing the desired training on the ECCENTRIX website and clicking on the "Register now" field (when the purchaser is interested in the public class, that is to say training given simultaneously to participants from different entities legal), or "Contact Us" (when the purchaser is interested in the private class, i.e. training organized exclusively for the needs of participants from a single legal entity), a purchaser must be authorized to enter the following data: his name and surname, his professional or company e-mail address, his contact telephone number, the legal name of his company, the registered office of his company, as well as the name, first name and e-mail address of the participant. Data entry is possible in French or English, otherwise

the entry will not be taken into consideration by the seller. After that, by clicking on the "Submit" field, a purchaser will be allowed to submit a request for quotation to the seller for the desired training. To submit the form, the purchaser must also confirm that he is in agreement with the General Conditions by checking the box provided for this purpose, mentioning the conditions and circumstances of the execution of the contract, in particular on the consequences of non-compliance with deadlines, and withdrawal of the purchaser from the contract after its execution. Access to the General Conditions is available as a web link from the training registration form.

It is also possible to purchase the service by writing by email to info@eccentrix.ca or to the seller's representative. In such a case, it will be considered that the purchaser accepts the General Conditions available at all times on the ECCENTRIX website.

The ECCENTRIX website is not responsible for the accuracy of any data entered by purchasers.

The seller is required to respond (in French or in English) to the purchaser to the email mentioned in the registration form within one working day of receipt of the request, in accordance with paragraph 1 of this article. of the General Conditions, including a specification of the service chosen, in particular and depending on the context of the response the name of the training, the method of its execution (in public or private class), the place of the training (in virtual classroom, at the training center or on-site), the date and times scheduled, i.e. the period during which this training must be carried out, its price and the period of validity of the offer.

The seller is not obligated to respond to Purchaser's RFQ when the request has been submitted from their private or personal email address.

The seller's offer in the preceding paragraph of this article is only valid for a purchaser whose data is submitted during registration, in accordance with paragraph 1 of this article, within seven days from the day of the offer has been sent to the purchaser.

The seller's offer is accepted if the seller, within a period of the preceding paragraph of this article, receives an e-mail notification of acceptance from the purchaser. From

this moment, it will be considered that the seller and the purchaser have concluded a contract of sale, that is to say the delivery of the service of the chosen seller which at the same time represents an expression of consent and acceptance by the purchaser, considering that all the essential elements of the agreement have been defined. The agreement will be accompanied by an invoice for the execution of the mandate, in accordance with the provisions of the General Conditions.

No later than four days before the start of the training, participants (depending on the agreement between the seller and the purchaser) will receive an invitation to the training with more information about its organization, such as the start date, the location, nearby parking possibilities (if applicable) and the like. The seller is obliged, as part of such an invitation to the purchaser, i.e. the participants, to provide all the technical data necessary for a successful connection to the training from the location of the purchaser or participant.

Article 5

When entering into a contract of sale, all descriptions of services, prices and other conditions are defined for both the seller and the purchaser, which means that they are not subject to any modification, unless it is manifestly related to a technical error that occurred on the ECCENTRIX's website or in the seller's offer, in which case the seller may unilaterally modify the agreed data as appropriate.

By way of derogation from the previous paragraph of this article of the General Conditions, the seller is authorized, when concluding the contract, when there are reasonable grounds, in particular taking into account the need to find an appropriate trainer and a sufficient number of participants, to modify the date and / or time of the training, which the purchaser accepts by accepting the General Conditions. These date changes apply particularly when the training acquired by the purchaser is on a scheduled date (that is, not guaranteed) on the ECCENTRIX's website. Therefore, such a change does not constitute a reasonable ground for withdrawal from the contract by the purchaser. In the event of a change in the training date, the seller is required to provide this training without delay, at the latest six months from the date initially

defined for its delivery, as well as to give participants an invitation to the training, four days before the start of such training, at the latest, in accordance with the provisions of article 4, paragraph 6, of the General Conditions.

In addition, if the seller is unable to provide a Service in accordance with the contract concluded, due to problems with the power supply or Internet connection, or other sudden and extraordinary circumstances which could not have been foreseen or avoided, the seller is obliged to provide this service to the purchaser without delay, at the latest 60 days from the date initially defined for its delivery.

The seller is obliged to inform the purchaser in writing or in electronic form of the existence of the mentioned circumstances, immediately upon discovery of such inability to provide training.

In the event that the seller does not succeed in organizing and carrying out a training chosen and under contract, within a period prescribed by the provisions of this article of the General Conditions, he will be required to reimburse the invoice payments made by the purchaser, no later than seven days from the expiration of the delivery period.

Service prices

Article 6

All prices for the services displayed on the ECCENTRIX website, as well as in the seller's offers, are shown without the corresponding taxes which will be displayed at the time of registration on the website and in the seller's offer.

The prices displayed on the ECCENTRIX's site are valid for all customers only during the validity of a specific offer and only under these General Conditions. The prices displayed in the seller's offer are only valid for a specific purchaser, i.e. the purchaser to whom an offer has been made, as long as this offer is in force and in accordance with the General Conditions.

Method of payment

Article 7

The seller is required, within two days from receipt of the purchaser's acceptance to deliver to the purchaser the invoice for a chosen service, while the purchaser is required to pay for said invoice. within seven days of receipt, all according to the instructions therein. The invoice can be paid by bank transfer (banking information will be provided on the invoice) or by Visa, MasterCard or American Express credit card online. For payment by credit card, an email from Square, a payment system that ECCENTRIX uses will be sent to the purchaser to complete the transaction.

In the event of non-payment by the purchaser within a period defined in the preceding paragraph of this article of the General Conditions, the contract will be deemed to be terminated instantly. In addition, from the moment of performance of the contract until payment of the price of the agreed Service, the purchaser is entitled to unilateral withdrawal from the contract, by submitting to the seller a written or electronic notice thereof, and this withdrawal will be considered opportune, therefore not subject to additional obligations of the purchaser.

The payment of a total amount of the invoice by the purchaser, in accordance with paragraph 1 of this article, will be considered as a guarantee of attendance for the nominated participant (s) in a chosen training. Each withdrawal of a purchaser from the contract, once payment has been received, for any reason whatsoever, will be deemed untimely, in which case the seller will retain the full price paid, while within three days from the date of At the end of the training, video material from this training will be delivered to the purchaser, thereby obliging the seller to provide service in accordance with the completed agreement.

Provision of service, i.e. training

Article 8

The seller is required to provide a training service within a period and in the manner stipulated in the sales contract conscientiously and all according to the rules of the profession.

The seller is responsible for the conformity of the service with the concluded contract, in accordance with the relevant regulations of laws.

According to the previous paragraph of this article of the General Conditions, it will be considered that the service does not comply with the agreement if it;

- does not contain specific characteristics required by the purchaser, which should or should be familiar to the seller at the time of performance of the contract; or
- does not meet expectations due to the nature of the service and vendor's public promises regarding service specifications.

If the service is not in accordance with the agreement, the purchaser can ask the seller to perform a conforming service within a reasonable time, and no later than 60 days from the date designated for the start, that is the start of training.

The seller cannot influence the quality of a technical environment (eg laboratory) that has been created by a third party, ie determined by the authors of a training course. The seller will in no way be responsible for their proper functioning.

The video material that the purchaser receives from Seller for training may be used exclusively by the purchaser and should not be distributed in any way. This is material that can be viewed only by the participant who has attended the training.

In accordance with the previous provision of this article of the General Conditions, in the event of withdrawal from certain training courses, the seller undertakes to offer the purchaser similar training. In the event that the seller is unable to make the offer in question or is rejected by the purchaser, the seller will be obligated to reimburse the purchaser's funds paid on behalf of the training withdrawn within 15 days from the date of the date on which the seller received the declaration from the purchaser of the refusal of the proposed alternative.

In the event of modification of the content of the training by the seller, the seller undertakes to provide the purchaser with the latest version of the training before its

start, which also applies to the material made available to the purchaser in relationship with it.

Data accuracy and disclaimer

Article 9

The seller is responsible for keeping the information published on the ECCENTRIX's website up to date and accurate. However, despite the seller's continuous efforts to keep the data on the subject up to date and accurate as possible, it may happen that this data is erroneous or incomplete, thus rendering the seller not responsible for any consequences arising from the purchaser's presumption, that these data are correct.

The seller invites purchasers to report any irregularities within the meaning of the preceding paragraph of this article of the General Conditions without delay to the following e-mail address: info@eccentrix.ca.

Modification of the Eccentrix website and General Conditions

Article 10

The seller reserves the right, at any time, temporarily or permanently, completely or partially, to modify or remove the ECCENTRIX website, without notice to users and purchasers, i.e. to limit the availability of said website to certain people or to a geographic area.

In addition, the seller may at any time, without notice, modify the General Conditions of Operation and Use of the ECCENTRIX website, updating this document, the modifications of which are mandatory for the purchasers and which applications they accept from the in the manner prescribed by the provision of article 1, paragraph 3 of the General Conditions.

General data protection

Article 11

The seller is required, with regard to the collection, processing and protection of personal data, to act in accordance with the regulations in force, which are specified in more detail in the specific acts of the seller, that is to say the [Declaration of Confidentiality](#) posted on ECCENTRIX's website.

Notices

Article 12

Purchasers can submit any questions, objections or suggestions to info@eccentrix.ca.

Appropriate application of the General Conditions and the Seller's responsibility

Article 13

Provisions of these General Conditions apply accordingly as well to the agreements between the Sellers and purchasers that are not concluded electronically, in which case all communication between the said parties shall be in writing, via registered mail.

The seller is responsible for the conformity of the Service with the agreement, in accordance with the relevant regulations of a competent law and in accordance with the agreement entered into.

Final provisions

Article 14

In accordance with the provision of article 1 of paragraph 2 of the General Conditions, for all that is not explicitly governed by the aforementioned provisions, the provisions of the relevant regulations of Quebec and Canada will apply, while any possible conflict concerning their validity and application will be settled in court.

Changes to the General Conditions are only effective if they are in writing and published on the ECCENTRIX website.

The General Conditions are drafted in French and English, while in the event of inconsistency between the versions mentioned, the one in French will prevail, which will be applied accordingly to other acts passed, i.e. concluded, on the basis of these General Conditions.

The General Conditions will come into effect on January 11, 2021, the date of their adoption and publication.