

TERMS AND CONDITIONS OF USE OF TRACE ACADEMIA

Trace Academia is a service consisting of an e-learning platform that provides users with access to free distance learning and teaching solutions based on the concept of "Edutainment" combining education and entertainment. Trace Academia offers the following courses:

- vocational training
- entrepreneurship
- interpersonal skills and well-being

hereinafter referred to as "Content":

This Content is associated with an ecosystem of strong partnerships entered into by TRACE with companies, institutions, community centres, mentors, etc...

This Content is available via the "Trace Academia" application streamed over the mobile phone network to smartphones and other connected devices ("Trace Academia-enabled devices").

The Trace Academia service will use your course history and the results of your interest questionnaire to make recommendations of courses that you may be interested in.

These Terms and Conditions of Use and our Privacy Policies govern the use of the Trace Academia service.

I DEFINITIONS

Application: refers to the Trace Academia application compatible with Android and iOS systems accessible after downloading from the Play Store or Apple Store.

T&C: refers to the present Terms and Conditions of use of Trace Academia Service published by TRACE.

Account/Profile: refers to the User's Trace Academia account in which all data and in particular personal data relating to the User is held. The personal data include in particular the User's Identifiers, which TRACE needs to record in order to access the Subscriptions. The recording of personal data is also necessary for the management by TRACE of your account, for the management of the relationship between the User and TRACE and for analysis and statistical purposes.

Content or Content Offering: refers to courses and by extension all other content accessible via the Trace Academia service.

Personal data: "any information relating to an identified or identifiable natural person (hereinafter referred to as "data subject"); an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier,

or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity. ».

The terms "data subject", "processor" and "sensitive data" have the meaning defined by the General Regulation on Data Protection (RGPD: n° 2016-679).

Identifiers: means the e-mail address as well as any confidential code or password associated with the e-mail address, chosen by the User and enabling the User to identify himself/herself in order to access the Service to which he/she has subscribed.

Interest Inventory Questionnaire: Trace Academia has developed a questionnaire that helps users identify their career interests. The questionnaire is proprietary to Trace Academia and is based on the Holland RIASEC model. The results of the questionnaire are used to suggest courses and content that align with the Users interest.

Registration: means the online registration procedure that the User carries out on the Application in order to access the Service. This registration leads to the creation of the User's Account and Profile and the creation of Identifiers specific to each User.

RIASEC Code: Trace Academia uses an Interest Inventory Questionnaire to assess the interest of Users in order to suggest relevant courses. The results of the questionnaire are displayed in terms of the top 3 highest interest areas (R=Realistic, I=Investigative, A=Artistic, S=Social, E=Enterprising, C=Conventional. This is based on the work of John Holland.

Service: designates all the Content and services offered by TRACE and accessible online from the Application.

Site: refers to the Trace Academia website accessible from the following URL address, which details all the information specific to the Service and subject to these T&C: www.traceacademia.com

TRACE or Publisher: refers to the company publishing the Service.

User: designates any person accessing the Content via the Application and who holds an account.

II LEGAL NOTICE

In accordance with article 6 of law 2004-575 of 21 June 2004 on confidence in the digital economy, users of the website www.traceacademia.com and of the Application are informed of the identity of the various parties involved in its implementation and monitoring.

Publisher:

The person responsible for the processing operations mentioned in this document is TRACE GLOBAL, a simplified joint stock company with a share capital of €1,204,000.00, registered with the Nanterre Trade and Companies Register under

number 411 205 628, whose registered office is located at 73, rue Henri Barbusse - 92110 Clichy, France.

Responsible for publication:

Mrs Camille Agon and Mr Prejlin Naidoo

Design and development:

Platform45 Information Solutions (Pty) Ltd Reg# 2008/000035/07 Floor 5, wework, Rosebank Link, 173 Oxford Road, Gauteng, 2196 Republic of South Africa

Webmaster:

UNSCUZZY DEVELOPPEMENT SL Unscuzzy B42593111 CALLE MUSICO OSCAR TORDERA IÑESTA, NUM. 11 03004 ALICANTE/ALACANT Alicante España hugo@unscuzzy.com <https://unscuzzy.com>

Hosting:

Amazon Web Services Inc Inc., 410 Terry Avenue North, Seattle, WA 98109-5210,

Data Protection Officer:

Mr. Sven Balisson - dpo-trace@trace.tv

III PURPOSE OF THE TERMS AND CONDITIONS AND CURRENT VERSION

The purpose of these Terms and Conditions is to define the conditions under which Users can access the Service.

Any person who wishes to benefit from the Service undertakes to respect, without reservation, these Terms and Conditions.

The User is expressly informed that the version of the Terms and Conditions of the Service that is authentic is the one that is accessible online at the following address at the time he connects to the following site: www.traceacademia.com or in the About section of the Application.

All Users are therefore required to refer to the version accessible online on the date of their access to the Service.

TRACE is free to modify, at any time, the present Terms and Conditions as well as the legal notices in order to take into account any legal, jurisprudential, editorial and/or technical evolution.

The Terms and Conditions as well as their possible modifications are deemed to be accepted without reserve by the User who connects to the Application and/or the Site after they have been put online. In the event that the User does not wish to accept all or part of the Terms and Conditions he is asked to give up access to the Service.

IV ACCESS TO THE SITE

The Site is accessible to any Internet user or mobile user provided that he or she has an Internet and/or mobile network connection and a suitable terminal.

V ACCESS TO THE SERVICE VIA THE APPLICATION

The Service is accessible to any person with a smartphone who has previously downloaded the Application onto his or her smartphone and who meets the conditions set out above, provided that he or she has a connection to the mobile network.

However, the creation of a profile is necessary to benefit from the Service.

VI CREATION OF A PROFILE/ACCOUNT

1) General terms and conditions for Registering for the Service and creating a profile

Access to the Service is conditional on User Identification after creating a profile on the Application.

Registering is also proposed by linking to User's Facebook, Twitter or LinkedIn account. If the User opts to use this solution to create a profile, he/she has to click on the corresponding button proposed during the profile creation phase, thus allowing the transmission of his/her personal data from the chosen social network to the Application to create his/her profile.

By registering, the User is required to provide personal information that will be collected by the Application (in particular surname, first name, email address, country, mobile number or social media details) and which will then be used to identify the User and facilitate access to the Service.

When creating his profile, the User undertakes to provide true, accurate, up-to-date and complete information on his identity and age. In particular, he undertakes not to create a false identity likely to mislead TRACE and not to usurp the identity of another legal or physical person.

After validation of the Terms and Conditions and the creation of his profile, the User receives an e-mail in his personal mailbox and must then, in order to validate his Profile, click or copy in his browser the temporary and personal url address that will have been attributed to him.

If the User has used their Mobile Number or eMail Address to register he/she will receive a verification via SMS or eMail which must be entered to confirm his/her identity.

From then on, the User will be able to identify himself/herself and have access to the administration/management interface of his/her Account.

In the event that the User provides false, inaccurate, outdated, incomplete, misleading or misleading information, TRACE may, immediately without notice or compensation,

suspend or terminate the User's Account and deny access, temporarily or permanently, to all or part of the Service.

2) User IDs

A User's Account includes his or her Identifiers, which are placed under the exclusive responsibility of the User. The User undertakes to keep them secret and not to disclose them in any form whatsoever. If one of the User's Identifiers is lost or stolen, the User must inform TRACE without delay, which will then proceed to the immediate cancellation and/or updating of the Identifiers concerned.

The User is solely responsible for the use that is made of his/her Identifiers, even if he/she has pre-registered them on his/her mobile phone or on any other type of equipment, thus allowing automatic connection to his/her profile.

Any access, use of the Service and data transmission carried out on the basis of a User's profile will be deemed to have been carried out by the User. The User is entirely responsible for safeguarding the confidentiality of the User's password. In this respect, the User is obliged to ensure that at the end of each session he or she actually logs out of the Service.

Any loss, misappropriation or unauthorised use of a User's Identifiers and their consequences are the sole responsibility of that User. In all the cases mentioned above, the User is required to notify TRACE, specifying his or her surname, first name, country, mobile number or email address, and, if possible, username and former password, via the contact form (accessible by clicking here www.traceacademia.com) so that TRACE can proceed with the deletion of the User ID or password concerned.

4) Profile closure

The User may close his profile at any time without justification. Simply go to the "My Profile" section.

TRACE can delete a User's profile in the event of failure to comply with any of the provisions of the Terms and Conditions. In the event of a breach, TRACE may immediately delete the profile of the concerned User at its own discretion and definitively. In addition, TRACE reserves the right to take legal action against the User concerned and to claim damages and interest in compensation for the prejudice suffered as a result of the breach. This deletion may be carried out without prior notice, notification or formal notice.

VII INTEREST ASSESSMENT

After downloading the Application the User proceeds, on the occasion of his/her first connection to the Service, to an evaluation of their areas of interest enabling him/her to identify the Content in line with his/her areas of interest.

This evaluation of the User's interests is carried out by means of an Interest Inventory Questionnaire.

At the end of this test, the User will receive a RIASEC code indicating the three highest categories of interests and indicating the types of jobs related to them.

This RIASEC code will be used to recommend the courses best suited to the User's interests, allowing the User to choose from a variety of suggested courses.

VIII CONTENT OFFERINGS

TRACE offers Content Offerings in partnership with leading companies and institutions ("Content Partners") While we seek to provide world-class Content Offerings from our Content Partners unexpected events do occur. TRACE reserves the right to cancel, interrupt, reschedule, or modify any Content Offerings, or change the point value or weight of any assignment, quiz, or other assessment, either solely, or in accordance with Content Partners instructions. Content Offerings are subject to the Disclaimers and Limitation of Liability sections below

No Academic Credit

Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of Content Offerings does not confer any academic credit. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. You agree not to accept credit for completing a Content Offering unless you have earned a course certificate or other equivalent documentation of your completion of the Content Offering. TRACE, instructors, and the associated Content Providers have no obligation to have Content Offerings recognized by any educational institution or accreditation organization.

Disclaimer of Student-Content Provider Relationship

Nothing in these Terms or otherwise with respect to your participation in any Content Offerings by Content Partners: (a) establishes any relationship between you and any Content Partner; (b) enrolls or registers you in any Content Partner institution, or in any Content Offering offered by any Content Partner institution; or (c) entitles you to use the resources of any Content Partner institution beyond participation in the Content Offering.

IX MODIFYING OR TERMINATING THE SERVICE

TRACE is constantly changing and improving the Service. We may add or remove functions, features, or requirements, and we may suspend or stop part of our Service. Accordingly, TRACE may terminate your use of the Service for any reason. We may not be able to deliver the Service to certain regions or countries for various reasons, including due to applicable export control requirements or internet access limitations and restrictions from governments. None of TRACE, its Content Partners and instructors, its contributors, sponsors, and other business partners, and their employees, contractors, and other agents (the "TRACE Parties") shall have any liability to you for any such action. You can stop using our Service at any time, although we'll be sorry to see you go.

X DISCLAIMERS

The Service and all included Content are provided on an “as is” basis without warranty of any kind, whether express or implied. The TRACE parties specifically disclaim any and all warranties and conditions of merchantability, fitness for a particular purpose, and non infringement, and any warranties arising out of a course of dealing or usage of trade. The TRACE parties further disclaim any and all liability related to your access or use of the Service or any related Content. the User acknowledges and agrees that any access to or use of the Service or such Content is at his/her own risk.

XI LIABILITY

TRACE undertakes to make its best efforts to ensure the User's accessibility to the Service. However, TRACE cannot be held responsible in case of unavailability of the Service, for any reason whatsoever. An interruption for technical maintenance or updating may also be decided by TRACE.

The User acknowledges having read the Terms and Conditions and undertakes to comply with them.

The User acknowledges having the necessary skills and means to access and use the Service and acknowledges having verified that the mobile and/or computer configuration used does not contain any virus and that it is in perfect working order.

TRACE does not guarantee the accuracy, completeness and updating of the information disseminated within the Service, nor the permanence of its proper functioning or its total computer security.

TRACE cannot be held responsible for errors, lack of availability of information and/or the presence of viruses in its Service.

The User acknowledges that he or she uses the information and tools available on the Service under his or her exclusive responsibility.

TRACE shall not be held liable for links to other sites and/or applications, as TRACE has no control over the content of these sites and/or applications.

Consequently, TRACE cannot be held liable for the content, advertising, products, services or any other tool available on or from these sites and/or applications and/or external sources that it has not approved, nor can it be held liable for any damage resulting from or in connection with the use of these links.

The Publisher ensures the continuity of its service 24 hours a day, every day of the year. However, it reserves the right to interrupt the hosting service for the shortest possible time, in particular for maintenance, improvement of its infrastructures, failure of its infrastructures or if viewing generates traffic deemed abnormal.

TRACE and the host cannot be held responsible in case of malfunctions of the Internet network, telephone lines or computer and/or telephony equipment related in particular to network congestion preventing access to the server and/or the Application.

Interactive areas (possibility to ask questions in the contact area) are available to Users. TRACE reserves the right to delete, without prior notice, any content deposited in this space that contravenes the legislation applicable in France, in particular the provisions relating to data protection. If necessary, TRACE also reserves the right to bring into question the civil and/or criminal liability of the user, in particular in the case of a message of a racist, insulting, defamatory or pornographic nature, whatever the medium used (text, photograph, etc.).

Limitation of Liability

To the maximum extent permitted by law, TRACE Parties shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from: (A) your access to or use of or inability to access or use the Service; (B) any conduct or Content of any party other than the applicable TRACE party, including without limitation, any defamatory, offensive or illegal conduct; or (C) unauthorized access use or alteration of your information. In no event shall TRACE's aggregate liability for all claims related to the Service exceed twenty Euros.

Users acknowledge and agree that the disclaimers and the limitations of liability set forth in this Terms and Conditions reflect a reasonable and fair allocation of risks between them and TRACE parties, and that these limitations are an essential basis to TRACE's ability to make the Service available to them on an economically feasible basis.

Users agree that any cause of action related to the Service must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

XII INDEMNIFICATION

Users agree to indemnify, defend, and hold harmless TRACE Parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) Users use or attempted use of the Services in violation of these Terms; (b) Users violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

XIII DATA PROTECTION, COOKIES AND SECURITY

Data Protection & Cookies

For more information on the data protection measures implemented and the use of cookies by TRACE, please refer to the Privacy and Cookie Policy : www.traceacademia.com.

Security

We care about the security of our users. While we work to protect the security of your account and related information, TRACE cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing to support@traceacademia.com

XIV INTELLECTUAL PROPERTY

The content of the Service, the general structure as well as the software, texts, images, animated or not, photographs, its know-how and all other elements composing the Service are the exclusive property of TRACE or its partners who have granted it a license.

The same applies to the databases appearing, where applicable, on the Service which are protected by the Intellectual Property Code.

The distinctive signs of Trace and its partners, such as domain names, trademarks, denominations and logos appearing on the Service are protected by the Intellectual Property Code.

Any modification, reproduction, representation, publication, total or partial adaptation of these distinctive signs made from elements of the Service without the express authorization of TRACE is therefore prohibited. Any unauthorized use of the Application and/or the Site or any of the elements it contains will be considered as constituting an infringement and will be prosecuted.

XV CORRESPONDENCE AND FEEDBACK

Correspondence

The User is obliged to communicate to TRACE any modification concerning his situation. TRACE shall not be held responsible for the consequences that the User and/or third parties may suffer in the event that the User has failed to notify TRACE of any modification.

Any claim and/or dispute by the User against TRACE must be formulated in writing and sent to Trace within 15 (fifteen) days at the latest from the date of the event giving rise to the claim, failing which it will be time-barred.

Any notification made under the terms hereof must be made in writing and sent to the following address:

TRACE GROUP - 73 Rue Henri Barbusse - 92110 Clichy - France

Or by e-mail to the address :

info@traceacademia.com

The User will take care to keep any acknowledgement of receipt. These notifications will take effect on the first working day following the receipt by TRACE of the notification, unless it is technically impossible.

Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, TRACE does not waive any rights to use similar or related Feedback previously known to TRACE, developed by our employees, contractors, or obtained from other sources.

XVI BINDING ARBITRATION

Users and TRACE agree to submit to binding arbitration any and all disputes, claims, or controversies of any kind, whether based on statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to our Service, these Terms, and/or any other relationship or dispute between you and us, including without limitation (i) the scope, applicability, or enforceability of these Terms and Conditions and/or this arbitration provision, and (ii) relationships with third parties who are not parties to these Terms or this arbitration provision to the fullest extent permitted by applicable law (each a "Claim," and collectively the "Claims").

XVII GENERAL TERMS

Revisions to the Terms

We reserve the right to revise the Terms and Conditions at our sole discretion at any time. Any revisions to the Terms and Conditions will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes, via a banner on the website, email notification, another method, or combination of methods. In all cases, your continued use of the Service after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms and Conditions.

Severability; Waiver

If it turns out that a particular provision of these Terms and Conditions is not enforceable, this will not affect any other terms. If you do not comply with these Terms

and Conditions, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

Content Providers

Our Content Providers and integrated service providers are third party beneficiaries of the Terms and Conditions and may enforce those provisions of the Terms and Conditions that relate to them.

XVIII APPLICABLE LAW

The Service is managed by TRACE, which is located in Clichy, France. Users agree that any dispute related to these Terms and Conditions will be governed by the laws of France, excluding its conflicts of law provisions. In the event of any dispute related to these Terms and Conditions that is not subject to binding arbitration, Users and TRACE will submit to the personal jurisdiction of and exclusive venue in the courts located in and serving Paris, France as the legal forum for any such dispute.

Last modification: 02.03.2021

Referenced Policies

1. [Acceptable Use Policy](#)
2. [Copyright and Trademark Infringement Policy](#)

Acceptable Use Policy

Effective: 02.03.2021

Our mission is to provide universal access to the world's best education solution. We believe strongly in preserving free speech and expression for our Users as well as academic freedom for our Content Providers. We also want to make sure that all of our users feel safe and comfortable while using our Service. We have drafted this policy to ensure that people understand and follow the rules when participating in our online community and otherwise using our Service.

We may remove or edit inappropriate content or activity identified by or reported to us. We may separately suspend, disable, or terminate a user's access to all or part of the Service.

Users are prohibited from using our Service to share content that:

- Contains illegal content or promotes illegal activities with the intent to commit such activities. Please keep in mind that we do not allow content that is inappropriate for younger users.
- Contains credible threats or organizes acts of real-world violence. We don't allow content that creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.
- Harrasses others. We encourage commentary about people and matters of public interest, but abusive or otherwise inappropriate content directed at private individuals is not allowed.
- Violates intellectual property, privacy, or other rights. Do not share content that you do not have the right to share, claim content that you did not create as your own, or otherwise infringe or misappropriate someone else's intellectual property or other rights. Always attribute materials used or quoted by you to the original copyright owner.
- Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.

- Otherwise violates the TRACE Terms and Conditions of Use.

Please note that specific Content Offerings may have additional rules and requirements.

Users also aren't allowed to:

- Do anything that violates local, state, national, or international law or breaches any of your contractual obligations or fiduciary duties.
- Share your password, let anyone besides yourself access your account, or do anything that might put your account at risk.
- Attempt to access any other user's account.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services, unless specifically authorized to do so.
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
- Try to reverse engineer any portion of our Service.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
- Use our Service to distribute malware.
- Use our Service or any functionality of the TRACE platform for anything other than for completing online courses or for pedagogical purposes.
- Impersonate or misrepresent your affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list.

Copyright and Trademark Policy

Effective as of 02.03.2021

TRACE respects the intellectual property rights of our Content Partners, Users, and other third parties and expects our Users to do the same when using the Service.

TRACE reserves the right to suspend, disable, or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights, trademarks, or other intellectual property rights of others.

If you believe in good faith that materials on the TRACE platform infringe your copyright, please send us a notice requesting that the material be removed or access to it blocked.

The notice must include the following information:

- the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed (or, if multiple copyrighted works located on the platform are covered by a single notification, a representative list of such works);
- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow TRACE to locate the material on the platform;
- the name, address, telephone number, and email address (if available) of the complaining party;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices and counter-notices with respect to the Services can either be sent via email: support@traceacademia.com

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims.

TRACE also respects the trademark rights of others. Accounts with any other content that misleads others or violates another's trademark may be updated, suspended, disabled, or terminated by TRACE in its sole discretion. If you are concerned that someone may be using your trademark without proper permission on our Service, please email us at support@traceacademia.com, and we will review your submission.

If we deem appropriate, we may remove the offending content, warn the individual who posted the content, and/or temporarily or permanently suspend or disable the individual's account.