

## Specific Terms of Business

### TELL ME MORE® Pro e-Coaching, TELL ME MORE® Pro e-Tutoring, TELL ME MORE® Pro e-Learning

#### Article 1: Object

These specific terms of business apply ipso jure to all orders placed by the Client, which benefit the persons designated by the Client (henceforth referred to as "the Learners"), for TELL ME MORE® Pro e-Learning, TELL ME MORE® Pro e-Tutoring, TELL ME MORE® Pro e-Coaching language training services.

Any order by the Client implies the express and unreserved acceptance by the latter of the General Terms of Business as well as these Specific Terms of Business, of which it has become aware prior to its order.

#### Article 2: Services provided by TELL ME MORE

TELL ME MORE will provide online foreign language learning services to the Learners designated by the Client, in the target and interface languages chosen for each Learner among the available languages.

TELL ME MORE can supply three (3) types of services, each including access to the TELL ME MORE® online method, for the duration of training.

• The **TELL ME MORE® Pro e-Learning** services for twelve (12) months include:

- An unlimited access to the TELL ME MORE® Pro license,
- the choice of a learning language among the available languages,
- A headset-microphone,
- Defining of Learner's objectives,
- A Placement Test,
- A progress test,
- Two (2) Two (2) language Achievement Tests to evaluate the Learner skills' level,
- Sending of personalized training programs,
- A portal with summary and detailed reports sent to Training Manager, who will be able to control in real time its e-learning training plan,
- Automatic follow-up sent to the Learner,
- Learner account administration.

• The **TELL ME MORE® Pro e-Tutoring** services for twelve (12) months, six (6) months or three (3) months include:

- An unlimited access to the TELL ME MORE® Pro license,
- the choice of a learning language among the available languages,
- A headset-microphone,
- Defining of Learner's objectives,

- A Placement Test,
- A Progress Test,
- Two (2) language Achievement Tests to evaluate the Learner skills' level,
- Sending of personalized training programs,
- A portal with summary and detailed reports sent to Training Manager, who will be able to control in real time its e-learning training plan,
- Available Tutor who answers all sorts of questions from the Learner (pedagogical and functional) communicated thanks to the TELL ME MORE® Pro message system,
- Automatic follow-up sent to the Learner,
- Learner account administration.

• The **TELL ME MORE® Pro e-Coaching** services twelve (12) months, six (6) months or three (3) months include:

- An unlimited access to the TELL ME MORE® Pro license,
- the choice of a learning language among the available languages,
- A headset-microphone,
- First level Technical Support as described below,
- Defining of Learner's objectives,
- A Placement Test,
- A Progress Test,
- Two (2) language Achievement Tests, to evaluate the Learner skills' level,
- Sending of personalized training programs,
- A portal with summary and detailed reports sent to Training Manager, who will be able to control in real time its e-learning training plan,
- Designated Coach who answer all Learner's questions (pedagogical and functional),
- Personalized tutoring with the designated Coach (advice...),
- Learner account administration.

Virtual classes (unlimited) and Phone courses (session-based) are considered as optional services to be charged independently. Access to the Virtual classes (unlimited) is dependent upon the public schedule of available sessions provided by TELL ME MORE.

Whatever the formula chosen, the Client shall deliver to TELL ME MORE its "Learner file" completed and confirming the validity of the information contained therein.

The Learner account administration includes the following services:

- Management of material to be sent to the Learners,
- Learner registration,
- Availability for the Training Manager of the e-learning languages detailed and summary training course tracking portal:
  - Training Manager Registration,
  - Sending of an email with the Portal address and the personalized password and Identification elements,

TELL ME MORE will be responsible for first-level technical support: TELL ME MORE technicians will be in charge of answering any technical questions from the Learners directly, in English, French, Spanish, German by phone, fax, mail or email, during the TELL ME MORE's Technical Support's business hours, and in Italian via email the following day..

#### Article 3: Client's and Learners' obligations

No temporary interruption of training will be granted.

Delay or extension of license will not be accepted a posteriori.

Planning the date and time of ordered Phone courses, the Learner has access to an online scheduling tool to reserve its phone call sessions.

Calls are made on fixed-line phones. If the Client requires that the calls are made on mobile phones, additional costs will be invoiced.

The hours during which the Phone courses can be scheduled are between nine (9) am and six (6) pm Paris time on working days in France for all languages, except English which can be scheduled 24/24 and 7/7.

The Learner can cancel Phone courses up to twenty-four (24) hours (Paris Time) prior to its scheduled session. The Learner and TELL ME MORE can reschedule another session according to the conditions defined above.

Unless otherwise specified, the duration of each Phone courses is thirty (30) minutes. In all cases, the duration of the conversation session must be respected. In case of conversation duration's overrunning, the excess time will be subtracted from the duration of the following attended conversation session. If there is no following conversation session, the excess time will be billed on a prorated basis.

Phone courses are nominative and must be held for the duration of the Learner's training period. Apart from his training period, the Learner will

not be able to access this service and the Client will not be able to request any reimbursement.

#### Article 4: Forfeit or Cancellation

In case of Client's forfeit or cancellation, the entirety of the training fee remains due to TELL ME MORE.

If training were contracted, in case of the Client's cancellation:
 

- On the training start date less than twenty-four (24) French business hours prior to this date, the entire training fee remains due to TELL ME MORE.

It is possible to increase the number of registered Learners by sending TELL ME MORE a corresponding order form, the corresponding Learner's file and registration fee.

#### Article 5: Duration

These Specific Terms of Business will be effective as long as the training of one or more Learners has not yet ended.

TELL ME MORE reserves the right to interrupt, temporarily or otherwise, the services provided by TELL ME MORE in the event of a breach of these terms by the Client or one or several Learners.

TELL ME MORE also reserves the option to modify these Specific Terms of Business.

The Client agrees to notify the Learners of all relevant modifications to these Specific Terms of Business.

#### Article 6: Applicable Law & Dispute Resolutions

The present contract is subject to French laws and all disputes relating to it shall be brought before the courts elected by applicant.