

General conditions of sale of on-line distance training courses by A4PM srl

For the purposes of the contract, the following definitions apply:

1. **“Customer”**: the individual that acts according to purposes unrelated and/or not referable to the entrepreneurial, commercial, craftsmanship or professional activities, that is the physical person that acts according to activities that are not included in the framework described above;
2. **“Professional”**: any individual or legal person that acts within its commercial, industrial, craftsmanship or professional framework of activities, putting in place an act of purchase of the professional activity carried out and/or relative to the activity itself;
3. **“Client – user – student – subscriber”**: the subject can be a Professional or a Customer that has purchased the online training Course and has accepted the information after having read and accepted the information and conditions expressed in the present contract and in the description of the purchased Course (available on the website www.a4pm.com or received by e-mail) to be considered as part of the same contract;
4. **“Provider”**: the legal person (A4PM, unipersonal) that provides the training service, identifying it with its name, trademark or other distinctive sign;
5. **“General Conditions of the Contract”**: the present contract conditions that govern the provision of the course;
6. **“Product”**: the learning and/or training Course provided in e-learning form;
7. **“Distance contract”**, that contract signed between the Provider and the Client without the physical and simultaneous presence of the parties, by exclusive use of one or more means of remote communication;
8. **“Site”**, the website www.a4pm.eu, exclusive property of A4PM®;
9. **“Technical Sheet of the Course”**: the descriptive reference accessible on the website www.a4pm.eu or obtained directly from the Provider via email, from which the main characteristics of the Product, the identity of the Manufacturer, price and payment methods are shown in evidence;
10. **“Online teaching platform”**: the telematic environment in which distance learning courses are carried out in e-learning mode with the Provider's e-learning platform, accessible at the following address: <https://elearning.a4pm.eu/>;
11. **“Digital Content or E-Content”**: multimedia educational content or learning objects, the related methods of delivery through the telematic teaching platform available on the website www.a4pm.eu and/or on the website: <https://elearning.a4pm.eu/>;

The aforementioned premises form an integral part of these general contract conditions.

Art.1 Object of the contract

1.1. The object of this distance contract is the provision from the Provider to the Client, of a training course in e-learning mode, organized and managed directly by A4PM srl Unipersonale, with legal headquarters in Via Amerigo Vespucci, 2 – 80142 Naples.

1.2. The Client, after the purchase of the product and after the registration fee has been credited, will receive on the indicated e-mail address, the link needed to register and the credentials to access the course. The contract is understood to be finalized upon receipt of the corresponding share of fully paid participation. Partial payment or non-payment of the fee will result in serious compliance by the Client and will prevent attendance of the selected courses.

1.3. In case of a purchase agreed with the Client, a two-factor control will be performed to access the telematic teaching platform. After the purchase of the product and upon receipt of the registration fee paid, the Provider will send the Client instructions for downloading and installing a specific app.

1.4. The payment methods are indicated in the Technical Sheet of the Course and on the corresponding page of the website www.a4pm.eu to be considered as an integral part of the present contact and to which it is referred to for further details.

Art.2 Pre-contractual information

2.1 The Client declares to have read, prior to the online purchase of the product, all the information contained in the “Course Schedule”, received via e-mail or downloadable from the site, where the main characteristics of the product, the identity of the Producer, the price and methods of payment.

2.2 Prior to the online purchase of the product (with full payment obligation) the Client is required to express, in point and click mode, their consent to these conditions of sale, which in this way are assumed recognized and approved, pursuant to articles 1341 and 1342 of the Italian Civil Code, together with the provisions that regulate the registration procedures, access, navigation and use of the telematic teaching platform: <https://elearning.a4pm.eu/>.

2.3 The Client expressly authorizes the Provider to use his own e-mail address in relation to the activities related to the contract and when sending any information on distance learning services created and offered by the Provider;

2.4 These general conditions may undergo modifications and/or updates at any time by the Provider, which will communicate it through the normal channels of communication on the site or by email to the customer.

Art.3 Conclusion of the contract

3.1 Pursuant to and for the purposes of art. 1326 of the Civil Code, this distance contract is considered signed when the Provider (and for it the Operators in charge of receiving data and communications relating to conclusion and execution of the contractual relationship) has knowledge of the Client's adherence to the training offer, expressed with their own online registration for the chosen course.

3.2 The Client, having completed the registration and the full payment procedure of the relative fee, receives the credentials necessary to access the telematic educational platform of the Provider: <https://elearning.a4pm.eu/>, where course slides, downloadable study notes and printables, video lessons, exercises and self-assessment tests can be found.

Art.4 Protection of copyright

4.1 The Client acknowledges the exclusive ownership of the Provider's intellectual property of all parts of the Site and of the telematic educational platform, such as, for example but not limited to, the logos, the images, texts, course contents: it follows, in application of the Law 22.04.1941 n° 633 (Law on copyright), that the absolute prohibition of use commercial by third parties, total or partial reproduction, of re-elaboration and transmission under any form and with any method, unless prior written authorization from the Provider, is applied.

4.2 It is prohibited to copy, distribute, publish, or otherwise use or exploit the educational material without the prior written consent of the Provider. Any reproduction, use, modification, marketing carried out in any way and with any computer or other means, will be prosecuted according to the law.

4.3 The Client, responsible for the conservation and secrecy of the credentials assigned to him, and owner (as a result of enrolment in the Course) of a temporary and personal, non-transferable right of access to the reserved area <https://elearning.a4pm.eu/>, thus undertakes not to use and/or view, in any way, the services to third parties, refraining from carrying out any detrimental act towards the exclusive and proprietary rights of the Provider; as well as relieving and indemnifying the Provider from any claim and/or claim arising from the use and/or abuse by third parties.

4.4 The Client is prohibited from recording the lessons for personal use or dissemination purposes. It is absolutely forbidden to carry out any type of sound, photographic or film recording, including digital recordings and recordings with mobile phones, tablets and smartphones or other instruments.

4.5 In case of violation of the prescribed obligations, the contract will be understood as terminated by law and the Provider will be free to take legal action to protect any disregarded right, including compensation for any damages suffered.

4.6 Also, if a problem is deemed to exist or is highly probable concerning security or unauthorized use, the Provider may suspend use of the credentials assigned to the Client. In addition, the Provider reserves the right to have unauthorized recordings deleted immediately and to expel from the Course, without notice and without any reimbursement, the Client who was caught making unauthorized recordings.

4.7 The expulsion provision is communicated in written form, it is unquestionable and does not grant the Client any right of reimbursement for the part of the course he did not attend, constituting a serious breach to contractual obligations. However, the Client has the right to expose his own reasons and request a review of the provision by sending a written communication to the Provider.

Art.5 Supply of the service

5.1 In order to access the purchased online course, the client must be in possession of the indispensable hardware and software prerequisites (personal computer, browser, connectivity, .pdf, .ppt etc. reading software, reproduction of audio and video files software, etc.) and must provide for the adaptation of their own hardware and/or their software and/or their own internet connection system in case it is necessary, as a result of updates of the platform set up for the provision of courses.

5.2 The Producer will have the right to temporarily interrupt the provision of the training service purchased by the client, giving immediate communication via e-mail or through another form chosen by the Client, in the following cases:

5.2.1 there were reasonable grounds to believe that security and/or privacy protection issues could occur;

5.2.2 the need-opportunity to improve the access to the training courses procedures, increasing their efficiency.

5.3 The aforementioned communication obligations cannot be considered subsisting in cases, alternatively considered, of force majeure, necessity or urgency.

5.4 The Client has the right to access the platform and the educational material related to the course program at the time of enrolment, for the period foreseen by the Technical Data Sheet of the Course, from the moment of activating their account. After the reporting period, they will no longer be able to access the aforementioned contents, even if they have not completed the course, unless otherwise agreed with the Provider. The chosen course can be attended at any time of the day and night, 24 hours a day, 7 days a week. Compulsory lessons are proposed in chronological order, but once viewing is completed, the pages of the previously attended lessons can be reviewed as many times as wished and, in any order, for a maximum time starting from the beginning of course as required by the Course Technical Sheet. From receiving the credentials the Client has 24 hours to make the first access to the course (otherwise the token expires and you have to request it from training@a4pm.eu) entering the first lesson: the system records the course starting date. From that date onwards, the access to the course (for completion of the course itself) is available to the Client for a number of days corresponding to the maximum period of access, as shown on the Technical Data Sheet of the Course. The individual video-lessons are also provided with educational material (handouts in pdf format or other format compatible with the applications of Microsoft Office). Each course consists of several lessons; it will be necessary to pass 100% of the intermediate test of each lesson to unlock the next lesson automatically. At the end of the course and therefore of all the lessons, including the final satisfaction questionnaire, the Client automatically receives on the email provided, the certificate of attendance to the purchased course, in pdf format.

5.5 The credentials (Username and Password) are sent no later than 15 working days from the date of registration to the e-mail address provided by the user upon registration unless otherwise communicated during the course.

5.6 The Client who does not receive them, within this period, is required to contact the Secretary office in a timely manner, by writing to Formazione@a4pm.eu.

Afterwards, the student can:

- access the teaching material (.pdf, .ppt etc.);
- view and listen to the video recordings of the lessons (where provided);
- practice on the contents of each module through the exercises (tests of verification) and exam simulations (where applicable).

5.7 If the course provides for it, where included in the purchase price, the Client will receive the textbook associated with the course at the address provided to the Provider, no later than 15 working days from the date of registration. The Client who does not receive it, within this period, is required to promptly contact the Secretary office, by writing to training@a4pm.eu.

5.8 To this end, the Client indemnifies the Provider:

5.8.1 from any liability in the event of procurement failure by the Provider for reasons non-dependent on his will, as for example in cases of reprinting of the aforementioned book, by the publishing house.

5.8.2 from any liability in the event of non-delivery of the book for having provided the Provider with incorrect data relating to the address and method of delivery by courier.

5.9 During the period that the Client is active on the platform, there will be set dates in which the Provider's Teacher will be available to meet the Client remotely (via ZOOM platform or similar) for clarifications and/or revision of the Client's study method to help him conclude the training course with the maximum possible result. Such dates will be mutually agreed on by email between the parties (Client and Provider) to allow compatibility with the respective agendas. If one of the two parts will not make itself available on the agreed date and time without notice due to force majeure, it will be possible to reschedule an appointment. The maximum number of meetings is established in the Schedule Course section. At the discretion of the Provider, at the request of the Client and/or on suggestion of the Provider, depending on the case, it will be possible to book them in higher number than anticipated in advance.

5.10 In order to obtain the final certificate of the Course, the Client is obliged to:

- Study the teaching material available on the platform
- Pass the intermediate evaluation tests
- Complete the approval and evaluation tests of the Course
- Pass the final assessment test (where applicable)
- Complete all lessons included in the course

After use, it will be the responsibility of the Provider to verify the progress and the Participant/s or the Company Representative will receive, by e-mail, the certificate of attendance. At any time the Client can be provided with, on explicit request, in detail, the layout of the training activity used and the results of the intermediate and possibly final evaluation tests. The training and reporting process is computerized and unchangeable. Furthermore, to ensure adequate participation in the courses, monitoring allows the teacher to periodically send reminders should there be delays or deficiencies in the completion of the lessons, in order to invite to conclude the courses on time expected.

Art.6 Data security and confidentiality

6.1 The Client guarantees that he legitimately disposes of all the information entered into the telematic teaching platform <https://elearning.a4pm.eu/> for the purpose of purchasing the course and accessing the related Service, also ensuring that they do not violate in any way, directly or indirectly, the right of third parties. Therefore, the contractor Client undertakes not to enter data of which he cannot freely arrange. All information sent and entered into the portal for the enrolment in the courses, will be treated in accordance with current legislation on privacy.

6.2 It is also prohibited for the purchasing party to enter false data in the registration procedure for the Course and in the subsequent further communications related to the execution of the contract.

6.3 To this end, the Client indemnifies the Provider:

6.3.1 from any liability deriving from the emission of incorrect data and fiscal documents, being the Client himself solely responsible for the correct entry;

6.3.2 from any obligation and/or responsibility of verification and direct and indirect control in this regard.

6.4 If it is ascertained, independently by the Provider or upon reporting of third parties, that the data provided is false, the Provider reserves the right to prevent/suspend the Client's registration.

Art.7 Responsibilities and obligations

7.1 The Client is obliged exclusively to use the service of training purchased and to use the training material received. They, therefore, commit to act in good faith and in particular:

7.1.1 not to transfer the product to third parties;

7.1.2 to perform lesson viewing and related exercise activities personally.

7.2 It is expressly forbidden to substitute a person while using the telematic teaching platform as well as the use of any artifice capable of modifying or damaging the telematic learning platform software.

7.3 Any behaviour contrary to good faith on the part of the Client, such as the violation of the aforementioned obligations and prohibitions, the list of which is not considered exhaustive, cannot in any way be considered tolerated by the Provider as capable of compromising its image, honour and decorum, establishing the exclusive responsibility of the Client and the right of the Provider to interrupt the provision of the service and, if necessary, to take action through the Authority, as well as request compensation for damages.

7.4 The Client, therefore, raises the Provider from any liability in in the event of a complaint, lawsuit, governmental or administrative action, loss or damage resulting from the use of the services offered by the Provider contrary to good faith and/or illegal on the part of the Customer himself, of third parties connected to him or third parties generally.

7.5 Except in cases of wilful misconduct or gross negligence of the Provider, the Customer exonerates expressly the Provider from any liability for direct and indirect damages that the Client or third parties may suffer in relation to or depending on the provision of the Training Service, or as a result of interruption of operation;

7.5.1 in the case that the Client himself or third parties can somehow accuse for failure to provide connectivity by the network telecommunication manager, or even for the Client's use of connectivity (not high-speed) technically incompatible with the Service, as well as for failure to use the training course following defects found by the Client in the use of the same, if all this depends on the lack of possession of the minimum system requirements pursuant to Art. 5, the verification of which is the responsibility of the Client;

7.5.2 caused by third parties who unlawfully access the online course training, due to the Client's lack of caution in the custody of the access credentials attributed to him, or for the absence of other security measures that the Client is required to adopt.

7.6 In no case will the Provider be held liable:

7.6.1 of the malfunctions of the Service resulting from breakdowns, overloads, interruptions of telephone lines, electricity lines or related to the Internet network;

7.6.2 for non-fulfilments by third parties that affect the use of the Service, including, without limitation, the slowing down or the failure of telephone lines and computers that manage the electronic traffic between the Client and the educational platform through which the Service is provided;

7.6.3 for any fraudulent and/or illegal use of credit cards by the Client.

7.7 It is the Client's sole responsibility to ensure interoperability between the connectivity it is equipped with and the platform from which the Service is provided.

7.8 Furthermore, the Provider cannot be held responsible for the non-fulfilment of its obligations deriving from causes not reasonably foreseeable, by impediments that go beyond the sphere of their own direct and immediate control, or by force majeure. To the occurrence of one of the aforementioned force majeure events, the Provider will give information to the Client via email, together with the prospects for reactivating regular service.

7.9 The Client undertakes to indemnify the Provider from all losses, damages, liabilities, costs, charges and expenses (including legal) that should be incurred by the Provider as a result of any failure to fulfil the obligations assumed by the Client with the signing of the this Agreement or Membership Form, and in any case connected to the entering of information on the site; all of this, even in the event of requests for compensation for damages advanced by third parties for any reason.

7.10 Finally, the Client agrees to indemnify the Provider from any liability in the event of a complaint, lawsuit, government or administrative action, loss or damage arising from your unlawful use of the Service by the Client or third parties.

7.11 It should be noted that the Provider, although able to supply specialist consultancy regarding the training needs of Clients, following the purchase of a course by the Client, any responsibility for the correspondence between the learning contents and the needs of the customer is held totally by the buyer himself. The Provider also cannot be held responsible for the Courses that are incorrectly purchased by the customer.

7.12 The information and materials related to the Courses provided are processed, reviewed and updated with accuracy, completeness and adequacy, thanks also to the support and specialist consultancy offered by highly qualified professionals, in the design activity and creation of educational material. The Provider reserves the right to make changes, corrections or improvements to the training courses, in any moment, necessary for the adaptation of the same, in accordance with the new regulatory changes.

7.13 Lastly, the Client cannot transfer any obligation or right originating from this Contract to third parties, in the absence of prior written authorization, issued at the discretion of the Provider and communicated by the Provider themselves by means of registered letter with return receipt or CEM (luigi.vanore@pec.a4pm.eu).

Art.8 Right of withdrawal

8.1 The Client - Customer knowingly and expressly accepts to lose any right of withdrawal from this distance contract, finding application of the exceptions to the right of withdrawal referred to in Article 59, c.1 lett. a) and o) of Legislative Decree 6 September 2005 n.206 (Customer Code).

8.2 The Client-Customer, in fact, with the purchase of this course in e-learning mode, consents to the provision of digital educational content through a non-material support, with the expressed agreement and with acceptance of the fact that this circumstance precludes any right of withdrawal.

8.3 Furthermore, the Client – Customer agrees to lose his right to withdrawal from this service, as it has been made fully accessible to the user by electronically sending the credentials of authentication (username and password).

8.4 The Client - Professional can withdraw from the contract within 14 days from the registration and provided that he has not received the login credentials to the e-learning platform and/or has never viewed the teaching material of the chosen course. In that case the provisions of Article 3 of this contract apply.

8.5 Considering the conventionally permitted right of withdrawal to the Client-Professional, exclusively within the limits of the set period, and therefore as a penitential deposit, the parties recognize to the Provider the possibility to keep 20% of the total amount paid by the Professional during the purchase of the Course online.

8.6 The Client may also withdraw from the contract if within 30 working days since enrolment, they have never received the login credentials to access the platform.

8.7 It is the Client's duty to promptly provide (before the aforementioned expiry dates) written communication by e-mail to training@a4pm.eu in relation to the cases covered up to now.

Art.9 Refund

9.1 In the cases expressed in points 1 and 2 of the previous article, the refund requests will be accepted only if the formal request will be forwarded by email to training@a4pm.eu and formalized via CEM (Certified E-mail) to luigi.vanore@pec.a4pm.eu no later than 30 working days from registration and in the event that the Client has not received the access credentials referred to in point 6 of the previous article.

9.2 Apart from the case mentioned above, no other case of reimbursement is admitted.

9.3 By way of example but not limited to it: it is not possible to have a reimbursement of paid fees paid in the event of partial or non-participation of the Course (even if due to force majeure).

9.4 In the event of failure to provide the service on behalf of the Provider's own and exclusive responsibility, the Provider will refund the portion paid by the Client.

Art.10 Legal termination of the contract

10.1 All obligations previously assumed by the Client, as well as the guarantee of the successful completion of the payment made by the same, have essential and relevant character, so that the non-compliance by the Client of only one of them will determine the immediate legal termination of the contract.

Art.11 Information and consent to processing personal data pursuant to the GDPR 679/16

11.1 In compliance with the GDPR, the Provider undertakes to process all personal data acquired in relation to the contract in compliance with the legislation matter of confidentiality. In this regard, specific information is provided, for the purposes of consent.

11.2 The client can exercise the rights referred to in the Privacy Code by sending an email to privacy@a4pm.eu.

Art.12 Communications - Assistance – Complaints

12.1 Official communications relating to the Courses are generally sent by the Provider to the Client via e-mail address and telephone contact details provided by the Client at the time of registration which must therefore be monitored from the time of enrolment until the end of the course.

12.2 The Provider makes available the email training@a4pm.eu at which the Client can contact for information and requests.

12.3 Any complaints and/or requests for assistance must be forwarded by the Client to the Provider in writing by writing to helpdesk@a4pm.eu. The Provider evaluates the grounds of the complaint and communicates to the Client the outcome of the aforementioned evaluation within 20 working days from the time the complaint is received. In case of acceptance of the complaint the measures put in place to resolve the irregularities found will be indicated to the Client. In the event of a negative result, the Client will still receive a communication.

Art.13 Course change

13.1 The Provider allows its members to make the transfer from one Course to another only upon notification by email to formation@a4pm.eu in which serious reasons are indicated in merit. The course change request will be accepted only if sent before the Customer receives the credentials and/or before accessing the e-learning platform.

13.2 If the cost of the new Course chosen is lower than the first, the excess already paid will not be returned to the Customer.

Art.14 Competent court

14.1 The contract signed between the Provider and the Customer is regulated by Italian law. For anything not expressly provided in the present General Contract Conditions, please refer to the provisions in the sections from I to IV of chapter I of Legislative Decree 06/09/2005 No. 206 (Customer Code).

14.2 For any disputes regarding the application, interpretation, execution and termination of these general terms and conditions, if not resolved amicably, the Court that will be exclusively competent in the matter is the Court of Naples, except in the case in which the Customer has acted and concluded the contract as a Customer for purposes unrelated to their business professional activity; in this case

the competent Court will be the one present where the Customer has their residence or domicile, if located on the territory of the Italian state.

Art.15 Final clauses

15.1 The parties declare that they have read these general contract conditions.

15.2 The obligations and commitments deriving from this agreement, which for their nature are effective even after expiry, termination or withdrawal (allowed only within the limits set out in Article 8 of the present contract) from the contract, will remain valid and operative even after that date, until they are satisfied.

Pursuant to and for the purposes of articles. 1341 and 1342 of the civil code it is expressly declared that the following articles are accepted: Article 1 (Object of the contract), Article 2 (Pre-contractual information), Article 3 (Conclusion of the contract), Article 4 (Copyright protection), Article 5 (Provision of the service), Article 6 (Security and confidentiality of data), Article 7 (responsibilities and obligations), Article 8 (right to withdrawal), Article 9 (Refund), Article 10 (Terminal termination of the contract), Article 11 (Information and consent), Article 13 (change of course), Article 14 (competent court).