

## Terms and conditions of sales - AFTHONIOS CM

### General provisions

AFTHONIOS CM LTD is incorporated under the Companies Act, Cap. 113 of the Republic of Cyprus, as a limited liability company (LTD) with registration number HE 441375, with registered office at Neou Choriou 3, 8820 Latchi – Polis, CYPRUS; offers access to multimedia and audiovisual training content available on the <https://afthonios.com> website to professional or non-professional customers who wish to personally benefit from access to training.

#### 1. Object

The purpose of these Terms and Conditions is to define the terms and conditions under which AFTHONIOS CM provides the Services to the Customer within the framework of the Contract entered into between AFTHONIOS CM and the Customer. In the event of any contradiction between these Terms and Conditions and any other document or information appearing on the Website, these Terms and Conditions shall prevail.

These General Terms and Conditions do not apply to companies wishing to offer Training courses to their own customers, employees or agents. Such companies should request a quotation from AFTHONIOS CM via [aysseline.delardemelle@afthonios.com](mailto:aysseline.delardemelle@afthonios.com) and a specific contract will be concluded between AFTHONIOS CM and the training company.

#### 2. Definitions

Appendix : Refers to any appendix to the present General Terms and Conditions.

Single Access : To the meaning given to Article 3.

Catalog : Refers to the AFTHONIOS CM catalog, which can be consulted on the Website, listing all available Training Courses.

**Order** : Refers to any Order placed by a Customer for Services on the Website.

**Customer** : Refers to professional or non-professional customers who wish to personally benefit from the Formations on the Website.

**Personal Account** : Refers to the personal account created by the Customer on the Website.

**Terms & Conditions** : Refers to these terms and conditions of sale.

**Contract** : Refers to the Contract concluded by application of the General Conditions between AFTHONIOS CM and the Customer.

**Effective date** : Refers to the effective date of the Contract as defined in article 4 of the General Terms and Conditions.

**AFTHONIOS CM** : Refers to the independent company AFTHONIOS CM as identified at the head of these General Terms and Conditions.

**Training** : Refers to the audiovisual training content online on the Website.

**Credentials** : Refers to all information specific to each Customer, consisting of an email address and a secure password chosen by the Customer in order to access his/her Personal Account.

**Parties** : Refers to AFTHONIOS CM or the Customer.

**Services** : Refers to the provision of access to Training Courses and Training Media via Single Access.

**Website** : Refers to the AFTHONIOS CM website accessible at <https://afthonios.com>.

Training aids : Refers to any additional element required for Training, including, but not limited to, exercises, MCQs, work files, documents, texts, photos, images, illustrations, computer graphics.

### 3. Service presentation

#### 3.1. Service Typology

AFTHONIOS CM provides two types of Services:

- Provision of access to off-the-shelf training to organizations. A specific contract will be signed with the relevant organizations. Therefore, these general terms and conditions of sale do not apply to this situation.
- Provision of access rights to the entire Catalog ("Single Access") via an annual subscription and online payment.

Some content may be updated for the purpose of improving form and/or substance.

The Courses are exclusively intended to be viewed on the Website and are not downloadable to the Client's computer hard drive.

AFTHONIOS CM also provides the Client with any Support mentioned in the purchased product and necessary for the Course follow-up as a download.

The Courses and Course Materials are accessible on a computer or tablet with an internet connection and equipped with an iOS, Windows, or Android operating system. AFTHONIOS CM guarantees that up-to-date courses will be available for 1 year after the corresponding annual subscription purchase.

AFTHONIOS CM reserves the right to remove courses that are no longer up-to-date.

#### 3.2. Single access

The Contract for the provision of a Single Access grants the Customer the right to view the selected Training from the Effective Date for as long as the Training remains available on the Catalogue.

#### 4. Order

Customers wishing to place an Order must create a Personal Account by providing the following information:

- (i) an email address,
- (ii) a password,
- (iii) first and last name,
- (iv) postal address,
- (v) company name if applicable,
- (vi) VAT number, if applicable.

The Customer undertakes to provide accurate information. The Personal Account can be accessed on the Website using the e-mail address and password provided, which constitute the Identifiers. After creating a Personal Account, the Customer can place an Order.

The customer declares that he/she has read the description of the training courses and accepts them before purchasing them. He/she acknowledges that some contents are redundant from one program (cycle, course, training) to another.

The Customer declares that he has read and accepted the General Terms and Conditions before placing his Order on the Website by clicking on the box "I accept the general terms and conditions of sale" before confirming his Order. Consequently, the Customer acknowledges that he has been fully informed of the fact that his agreement to the content of these General Terms and Conditions does not require the handwritten signature of this document, insofar as the Customer wishes to Order the Formations on the Internet Site.

AFTHONIOS CM reserves the right to modify these Terms and Conditions at any time, the latest version being available on the Website. Nevertheless, the Order shall be governed by the General Terms and Conditions in force on the date the Order is placed.

AFTHONIOS CM will send the Customer confirmation of the Order by e-mail. The Contract comes into force on the date of confirmation of the Order (the "Effective Date").

AFTHONIOS CM reserves the right to refuse an Order from a Customer who has not paid in full or a previous Order or with whom a payment dispute is being administered.

## **5. Prices and payment terms**

The prices of our Services are indicated in Euros and include VAT. AFTHONIOS CM reserves the right to modify its prices at any time and without notice, it being specified that the Services will be invoiced on the basis of the rates in force at the time the Order is placed.

Payment for Single Access is payable in cash, in full, on the day the Order is placed by the Customer, in accordance with the terms specified in article 4 above, by secure payment:

By credit card: Visa, MasterCard,

By electronic purse: Revolut,

Payments made by the Customer will not be considered final until the sums due have been received.

Invoices will be available on the Personal Account.

AFTHONIOS CM cannot be held responsible for any misappropriation or fraudulent use of any means of payment.

In the event of non-payment by the Customer, AFTHONIOS CM shall have the right to suspend the supply of Services by written notification to the Customer without prejudice to the right of termination under the conditions of Article 12.

## **6. Rights of withdrawal**

Regarding the cancellation and refund of online subscriptions, we follow the European Union Consumer Rights Directive.

EU consumers generally have the right to withdraw from a distance contract (such as an online subscription) within 14 days without giving any reason and without incurring any costs, except for certain return fees if applicable.

However, your 14-day right of withdrawal does not apply if you have started any of the courses included in the subscription.

As soon as you click the "Go" button of a course, you enter the course page. Our analytics tool will consider that you have started the course.

## **7. Subscription Renewal**

Annual subscriptions will be automatically renewed every year, one year after the initial purchase.

About fifteen days before the renewal date, an email will be sent to the Customer informing them of the upcoming renewal. In this notification email, the Customer will be informed of the possibility to decline the automatic renewal by providing clear instructions on how to do so. Namely: go to their personal space ("my account"), click on the "Subscription" tab, then click on "Cancel subscription".

## **8. Personal account management**



The Customer accepts the use of electronic mail for the transmission of information requested by the Customer concerning the conclusion or execution of the Contract.

The Customer also undertakes to ensure that all information provided is correct, sincere and up-to-date, with a view to the proper performance of the Contract. Furthermore, the Customer acknowledges that he/she may only hold one Personal Account.

Identifiers are personal and confidential. The storage and use of Identifiers are the sole responsibility of the Customer. The Customer undertakes not to disclose them to anyone in any form whatsoever.

They can only be changed at the customer's request.

All actions carried out on the Website with the Identifiers will be deemed to have been carried out by the Customer who created the Identifiers. It is the Customer's responsibility to manage the security of his Personal Account and to comply with the General Terms and Conditions.

The Customer undertakes to inform AFTHONIOS CM without delay in the event of loss, theft, misappropriation or any unauthorized use of his Identifiers as soon as he becomes aware of them in order to request the blocking of his Personal Account. Any request to block a Personal Account is irrevocable.

Upon receipt, AFTHONIOS CM will block all access to the Services for the Personal Account for which a blocking request has been made.

AFTHONIOS CM will send written confirmation of the blocking of the Personal Account to the Customer by e-mail.

In the event of loss, theft or fraudulent use of one of its Identifiers, the Customer will be solely responsible for any damaging consequences, to the exclusion of any liability on the part of AFTHONIOS CM.

AFTHONIOS CM reserves the right to suspend, restrict access to or close a Personal Account if AFTHONIOS CM is informed of any abnormal use of a Personal Account or if AFTHONIOS CM has legitimate reason to believe that the Personal Account has been hacked.

## 9. Website maintenance

AFTHONIOS CM reserves the right to temporarily suspend or limit the provision of the Services in order to carry out maintenance or upgrading operations on the Website or the underlying infrastructure enabling the proper use of the Website, necessary for the continuity of the Services or linked to technological developments.

Except in cases of emergency, temporary interruptions will, wherever possible, be notified to the Customer before they occur.

The duration of the Contract will be increased for a period equal to the duration of the temporary interruption if this exceeds 5 days, without the Customer being able to claim any damages.

## 10. Warranty Exclusions

AFTHONIOS CM undertakes to use its best endeavours to provide the Services. However, the company shall not be held liable in the event of non-performance of the Contract entered into with the Customer due to the Customer's own fault, or in the event of force majeure as defined by law, such as, but not limited to, the interruption of Training resulting from the failure of the Internet access provider.

The website is accessible via the Internet. Customers acknowledge that AFTHONIOS CM does not operate or control the Internet and that (i) viruses, worms, Trojan horses or other unwanted data or software, or (ii) unauthorized users (e.g. hackers) may attempt to access and damage Customer data, computers or networks. AFTHONIOS CM cannot be held responsible for these activities.

## 11. Intellectual property

The entire content of the Website, whether visual or audio (courses, quizzes, texts, images, interactive and downloadable exercises, trademarks, graphics, etc.), including the underlying technology, is protected by copyright, trademarks or patents. Unless otherwise indicated, they are the exclusive property of AFTHONIOS CM.

AFTHONIOS CM is a registered and protected trademark and may not be used by anyone other than AFTHONIOS CM.

Any part or image of the Website may only be downloaded or printed for personal, non-commercial use.

In particular, the Customer shall refrain from reproducing, copying, selling, reselling or exploiting for any commercial purpose whatsoever all or part of any Training or Training Materials. In addition, the Customer who has a personal Internet site and who wishes to place, for personal use, on his site a simple link referring directly to the home page of the AFTHONIOS CM site, must request prior written authorization from AFTHONIOS CM.

This is not an implicit affiliation agreement. However, any hypertext link to the AFTHONIOS CM website using the framing or in-line linking technique is strictly prohibited. In any case, any link, even tacitly authorized, must be removed immediately upon simple request from AFTHONIOS CM.

## **12. Intuitu personae**

The right of access to the Formations granted to the Customer under the Contract is strictly personal to the Customer. Consequently, the latter undertakes not to assign or transfer the Contract, nor give access or allow the use of its Personal Account to a third party without the prior written authorization of AFTHONIOS CM.

In the event of a breach of this clause, AFTHONIOS CM shall be entitled to immediately terminate any Contract concluded with the Customer by written notice to the Customer, without prejudice to any damages.

## **13. Cancellation**

### **13.1 Termination for fault of the Customer**

In the event of any breach by the Customer, AFTHONIOS CM has the right to suspend access to the Trainings or, after prior formal notice has remained unsuccessful within a period of seven (7) days, to terminate the Contract by written notification to the Customer.

### **13.2. Consequence of termination**

Upon termination of the Contract for any reason whatsoever, AFTHONIOS CM will close the Personal Account.

Nevertheless, the Customer acknowledges that certain information may be retained in accordance with applicable legal provisions.

## **14. Personal data protection**

Personal data is processed in accordance with the General Data Protection Regulation (GDPR) of the European Union (EU) and the national legislation of the Republic of Cyprus for the protection of natural persons with regard to the processing of personal data and for the free Circulation of such Data of 2018 (Law 125(I)/2018), and under the conditions set out in AFTHONIOS CM's Personal Data Protection Policy available at <https://afthonios.com/en/cookie-policy-eu/>, which the Customer declares to be aware of and to accept.

## **15. Miscellaneous provisions**

### **15.1. Entire Agreement**

The terms of the General Terms and Conditions constitute the entirety of the obligations binding the Customer and AFTHONIOS CM and supersede any previous agreement, which they purely and simply cancel.

## 15.2 Partial Invalidity

Should any provision of these General Conditions be void, illegal, unenforceable, or inapplicable in any way, the validity, legality, or application of the other provisions of these General Conditions shall in no way be affected or impaired, the other stipulations of the General Conditions remaining in force and retaining their full and entire effect.

AFTHONIOS CM reserves the right to draft a new clause having the effect of re-establishing the common will of the Parties as expressed in the initial clause, in compliance with the law in force applicable to the present General Terms and Conditions.

## 15.3 Notification

Any notice under the Contract must be given in writing to AFTHONIOS LTD at the following address:

Address : AFTHONIOS CM

*Neou Choriou 3, 8820 Latchi – Polis, CYPRUS*

Email : [aysseline.delardemelle@afthonios.com](mailto:aysseline.delardemelle@afthonios.com)

## 15.4. Non-waiver

The fact that one of the Parties does not avail itself of a breach by the other Party of any of its obligations hereunder shall not be construed as a waiver of such obligation for the future.

## 15.5. Applicable law and disputes

The Contract is governed by the law of the Republic of Cyprus and the law of the European Union (EU).

In the event of a dispute concerning the conclusion, interpretation or performance of the Contract, the Customer may have recourse to the following consumer mediator in order to reach an amicable settlement of the dispute:



Cyprus Center for Alternative Dispute Resolution

Kyriakou Matsi 16, Eagle House, 8th Floor, Agioi Omologites 1082, Nicosia, Cyprus

Failing amicable settlement of the dispute, the courts of Paphos (Cyprus) shall have sole jurisdiction.

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