

CONTRACT

This contract is concluded between you (the "User") and PREMIA. It contains the provisions applicable to your subscription to the training services proposed by the WCO within the framework of the offer set out below. Read the terms and conditions of the contract carefully before using the service. By clicking on the "I accept" button you acknowledge having read and accepted these General Conditions of Use.

GENERAL CONDITIONS OF USE

Article 1 – General provisions.

Unless otherwise stated, these general conditions of use (GCU), which the WCO may amend at any time and without notice, govern all relations between the WCO and the user, who accepts them without reservation. These GCU will take precedence over any other conditions contained in any other document, unless a derogation has been expressly stipulated in advance.

By registering the User accepts, in full and unreservedly, the present GCU.

The nullity of one clause of these GCU will have no effect on the other clauses. Where necessary, any provision judged null and void and/or inapplicable will be replaced by a valid provision with equivalent economic effect.

Article 2 – Access to training.

To obtain access to the training offered by the WCO the User must first register using the Premia form. The User undertakes to provide accurate and complete data when registering and to amend those data if necessary. Within 30 days of registration, Premia will inform the User by any appropriate means (post, fax, e-mail, etc.) whether or not his application has been accepted. The WCO reserves the right to reject the application of any User, unilaterally and without compensation. Where necessary, it will so inform the User by any appropriate means (post, fax, e-mail, etc.).

If the application for registration is accepted, Premia will provide the User with an access code and password and inform him of the practical arrangements for using the distance training module and/or send him confirmation of enrolment in the training session. The user, for his part, undertakes not to share his password with others, as registration is strictly personal, to keep it confidential and to do everything he can to prevent third parties from finding it out, whether directly or indirectly, and making use of it. If the user loses his password, he must contact Premia as quickly as possible to obtain a new one.

The e-learning service can only be accessed through the Internet. Access to the service requires an existing Internet connection. The user alone will be responsible for his Internet connection and all the associated costs, in particular for telephone communications.

Article 3 – Duration of the service

The e-learning subscription will be valid for six (6) months from the opening of access to the services. However, the real consultation time is indicated in the subscription catalogue. Once this consultation time has run out, the connection will be automatically cut off, even if the access period has not yet ended. If after six (6) months the consultation time has not yet been completely used up, the access period will be extended until the consultation time has been exhausted, up to a limit of six (6) additional months.

The e-learning access period for mixed training is one (1) month and is organized around the face-to-face training session.

Article 4 – Operational changes

The WCO reserves the right to make changes, at any time, calculated to improve or supplement or merely maintain the operation of the distance training platform, as well as to modify the content of the training. Service may be interrupted at any time. The interruption will be temporary and the WCO will make every effort to restore service as quickly as possible.

The WCO undertakes to do all it can to warn the User of any interruption at the earliest possible moment and by any means. The WCO reserves the right to amend the General Conditions at any time. Such changes will enter into force and apply to all Users upon receipt of an e-mail notifying them of the fact or, failing that, from the moment the information is posted on line on the site <http://learning.wcoomd.org>.

Article 5 – Force majeure.

The WCO cannot be held responsible to the User for any non-fulfilment, partial fulfilment or delays in the fulfilment of an obligation due to a situation of force majeure customarily recognized as such by the courts.

Article 6 – Responsibility.

The WCO will make every effort to offer high-quality training. However, save for gross negligence or deliberate tortuous intent on its part, the WCO cannot be held responsible if certain information should prove to be obsolete, inaccurate, incorrect or incomplete or for the interpretation which the User may give to that information or the use he may make of it.

Furthermore, the WCO does not guarantee that the training offered will correspond to the User's needs.

The WCO will do its best to ensure the efficient delivery and continuity of the distance training service under normal conditions of use. However, the WCO can be held liable for possible direct damage resulting from the use of the distance training service only in cases of gross negligence or deliberate tortuous intent on its part. Consequential damage is excluded.

The WCO accepts no responsibility for any injury that may result from an interruption of service, transmission errors, the rejection of applications for registration, technical faults, the transmission of viruses, or breakdowns or interventions in the User's computer system due, in particular, to circumstances beyond its control. The User acknowledges that he is familiar with the nature of the Internet and, in particular, with its technical performance and response times for consulting, querying and transferring information and aware that the data circulating on the Internet are encoded and protected by password and anti-intrusion and antivirus protection systems, without the WCO assuming any obligation as to the outcome, the WCO declining to accept any responsibility with regard to the User.

In no circumstances may the WCO be held responsible for losses or damage arising out of the failure of the User to fulfil his obligations or the unlawful use of the service. In particular, the User undertakes not to transmit any harmful or illegal message.

In any event, the WCO's responsibility is limited to an amount equal to the price of the service in question.

In the event of the User infringing any of the above-mentioned obligations or any of the provisions of these GCU, the WCO reserves the right to suspend access to the training service, without prejudice to any action that might be brought against the User should he fail to comply with these conditions of use.

Article 7 – Intellectual property.

In consideration of the payment of the price by the User, the WCO grants the User a personal non-exclusive and non-transferable licence to use the documentation relating to the training ordered for a period limited to the duration of the training, as indicated in the confirmation of registration. The User may use the training only for his own purposes and undertakes not to put it, directly or indirectly, to commercial use. He will also refrain from reproducing, translating, adapting, arranging, modifying, selling and exploiting the training or the associated documentation. He will not grant sublicences to third parties, even free of charge.

The design of the training offered, its content, format, associated programmes and logos, databases, and the name, logo and trade mark of the WCO featuring in it are protected worldwide in accordance with the international texts and conventions.

Article 8 – Personal data protection

The information gathered is necessary for the management of the service and the dispatch of any subsequent documentation. It is intended exclusively for WCO use and will not be sold or leased to third parties.

The User has the right to obtain access to and to correct his personal data.

Subject to proof of identity and on the basis of an explicit request, the User may also obtain his personal data, free of charge, from the WCO and have them rectified if they prove to be incomplete, incorrect or superfluous.

Article 9 – Telephone help.

The User will receive telephone help with the e-learning service provided he has checked that option on his registration form and paid the corresponding amount. This help is available from 9 a.m. to 6 p.m. (CET), Monday to Friday, on WCO working days. Charges for telephone calls will be payable by the User.

Article 10 – Settlement of disputes.

Any dispute arising out of the execution or interpretation of these GCU will be arbitrated in accordance with Customs Cooperation Council Decision XXXIII of November 1954.