

SERVICE AGREEMENT

IFEME

Online Training Institute for Teaching Professions

2026–2027



This contract is entered into between:

IFEME LLC

License Number: 2645667.01

Registered Address: Shams Business Center, Sharjah Media City Free Zone, Al Messaned, Sharjah, United Arab Emirates (UAE)

who is a company providing distance learning services (hereinafter referred to as 'the Company'),

and

The recipient of the services (hereinafter referred to as 'the Client').

The purpose of this contract is to define the terms and conditions under which the Company provides the Client with distance learning services for professional training and skills development.

The services offered are intended exclusively for adults, with a view to skills development, professional advancement or retraining.

The Client declares that they have read this contract in full before acceptance and agrees to its terms without reservation. Electronic confirmation via the registration form constitutes free, informed, and unequivocal acceptance of this contract and forms a firm and binding commitment.

The Company reserves the right to amend these terms and conditions, particularly to reflect technical, educational, legal, or organisational developments. Any substantial amendment shall be notified in advance within a reasonable timeframe and shall not affect services already paid for.

This contract is governed by the contractual, legal, and financial conditions in force on the date of acceptance by the Client.



ARTICLE 1 - FORMATION OF THE CONTRACT

Registration is carried out exclusively online via the designated form.

The contract is deemed concluded upon submission of the form, payment, and acceptance of these terms and conditions.

Such confirmation constitutes an electronic signature and forms a binding contractual commitment, subject to the statutory right of withdrawal.

The Company reserves the right to refuse registration in the event of inaccurate information, incompatibility with the course, or organisational constraints.

The Client undertakes to provide accurate, complete, and truthful information during registration, including their country of tax residence and the country in which the services will be consumed. This information is decisive for determining the applicable value-added tax (VAT) or equivalent tax.

The Client is solely responsible for the accuracy of this information. In the event of any error, omission, or misrepresentation resulting in the application of an incorrect VAT rate or inappropriate tax regime, the Client undertakes to pay any difference in tax due, as well as any penalties, interest, or associated costs.

The Company shall not be held liable for any tax consequences resulting from an incorrect declaration by the Client and reserves the right to make any necessary adjustments, including after the conclusion of the contract.

ARTICLE 2 - NATURE OF THE SERVICES

The services include, in particular, the provision of educational content, video conference sessions, digital tools and pedagogical support.

The Company is bound by an obligation of means only and does not guarantee success, certification, or employment.

The Client acknowledges that the choice of training course is made under their sole responsibility.

ARTICLE 3 – ACCESS REQUIREMENTS

The Client must have suitable equipment and a stable internet connection. They are solely responsible for their technical resources and their proper functioning.

The Company shall not be held liable for any technical malfunction attributable to the Client, nor shall such a malfunction justify any refund, suspension, or compensation.

Login details are strictly personal and confidential.

ARTICLE 4 - ORGANISATION OF SERVICES

The Company shall determine, at its sole discretion, the arrangements for delivering the services, including timetables, group allocation, content, trainers, and tools.

The Client may not request a specific trainer or impose any particular organisational requirements.

The Company may modify its tools, platforms, or organisational arrangements without this constituting a material modification of the contract.

ARTICLE 5 - CLIENT'S COMMITMENT

The Client undertakes to take the training seriously, to attend the sessions and to complete the required work.

They remain solely responsible for their attendance, organisation and commitment.

Non-participation, absence or failure to use the services shall not constitute a breach by the Company and shall not entitle the Client to any refund or reduction.

ARTICLE 6 - INTELLECTUAL PROPERTY

All educational content, materials, methods and tools are protected and remain the exclusive property of the Company.

Any reproduction, distribution, sharing or unauthorised use is strictly prohibited.

Any breach may result in the suspension of access, termination of the contract and legal action.



ARTICLE 7 - EDUCATIONAL TERMS AND CONDITIONS

Assessment, validation, and teaching methods are determined exclusively by the Company.

Validation of a course is conditional upon achieving the required minimum standard.

In the event of failure, remedial measures may be offered, potentially subject to additional fees.

ARTICLE 8 - FINANCIAL TERMS

Enrolment constitutes a firm, definitive, and indivisible commitment to pay the full price. Payment may be made in full or by instalments. Payment by instalment is provided as a payment facility only and does not grant any right of termination.

Fees remain payable irrespective of whether the services are used.

ARTICLE 9 - PAYMENT AND INCIDENTS

Payment shall be made by credit card.

In the case of instalments, the Client authorises direct debit.

In the event of a payment failure, the Company may suspend access, require immediate settlement of outstanding amounts, and initiate recovery proceedings.

Any bank charges shall be borne by the Client.

ARTICLE 10 - NO REFUNDS

No refund shall be granted in the event of withdrawal (outside the statutory period), non-attendance,

personal circumstances, change of plans, or technical issues.

The Client acknowledges that financial obligations are independent of the actual use of the services.

ARTICLE 11 - RIGHT OF WITHDRAWAL

The Client has a period of seven (7) days from the date of subscription to exercise their right of withdrawal.

If the Client requests early commencement of services, they agree that performance may begin before the end of this period and that a proportionate amount may be retained.

After this period, no withdrawal shall be possible.

ARTICLE 12 - GENERAL TERMS AND CONDITIONS OF SALE (GTC)

The price of the services is quoted in euros, dollars or pounds. It covers the provision of a range of educational, technical, human and organisational resources enabling the delivery of the training.

The price is payable in full, regardless of the Client's actual use of the services. It covers access to the training programme as a whole and not the individual use of each component.

The Company reserves the right to offer, modify or withdraw commercial offers, discounts, bonuses or benefits at any time. These offers are strictly temporary and non-retroactive. They shall not give rise to any refund, compensation or adjustment once the registration has been confirmed.

Administration fees, where applicable, are retained by the Company and are non-refundable under any circumstances, including in the event of withdrawal or cancellation.

The Client acknowledges that any promotional offer is conditional upon an immediate and definitive commitment and cannot be separated from that commitment.

ARTICLE 13 - PAYMENT TERMS AND SCHEDULE

Payment may be made in full or in instalments. In the event of payment by instalments, it is expressly agreed that:

Payment constitutes a payment facility granted by the Company; it does not under any circumstances constitute a subscription that can be cancelled on a monthly basis, nor does it authorise any interruption or suspension of payments.

The Client undertakes to honour all instalments, even in the event of:



◇ Withdrawal from the course, non-attendance, or personal difficulties.

Any unpaid instalment shall automatically result in:

- ◇ The immediate suspension of access, the immediate payment of all outstanding sums, and the right of the company to initiate any debt recovery proceedings.

The Company reserves the right to amend the direct debit dates within reasonable limits to ensure the proper execution of payments.

ARTICLE 14 - PAYMENT VIA STRIPE AND DIRECT DEBIT AUTHORISATION

The Client acknowledges that payments are processed via a secure payment solution, in particular, Stripe or any equivalent provider.

By confirming their registration, the Client expressly authorises the Company to:

Automatically debit the scheduled instalments, use any registered card to settle the amounts due, and retry a payment in the event of failure.

This authorisation constitutes a direct debit mandate for all sums due under the contract.

The Client undertakes to maintain a valid payment method throughout the duration of the contract. It is their responsibility to update their bank details in the event of any changes.

Any refusal to pay or unjustified bank dispute constitutes a serious breach of contract.

ARTICLE 15 - VAT AND APPLICABLE TAX REGIME

The prices quoted by the Company are exclusive of tax or inclusive of all taxes, as the case may be, it being understood that the applicable value-added tax (VAT) regime depends on the Client's country of residence or the country in which the services are consumed.

The Client is required to accurately declare their country of residence at the time of subscription. This information determines the tax treatment applicable to the service.

Depending on this location, VAT or any equivalent tax may be applied in addition to the displayed price, in accordance with the regulations in force.

The Client acknowledges that this location may be verified by any means, including but not limited to the information provided, billing data or available technical details.



In the event of any error, omission or inaccurate declaration resulting in the application of an inappropriate tax regime, the Company reserves the right to make any necessary adjustments and to demand payment of any additional sums due.

The Company shall not be held liable for any tax consequences arising from an incorrect declaration by the Client.

ARTICLE 16 – UNPAID AMOUNTS, DEBT RECOVERY AND PENALTIES

In the event of non-payment, the Company may, without prior notice:

Suspend access to services, refuse access to assessments and certifications, and initiate debt recovery proceedings. Late payment penalties may be applied in accordance with the relevant legal provisions.

Debt recovery costs, whether settled amicably or through legal proceedings, shall be borne by the Client.

The suspension of services does not entail the suspension of the contract or of payment obligations.

ARTICLE 17 - COMBATING FRAUD AND UNJUSTIFIED DISPUTES (ANTI-CHARGEBACK)

The Client expressly undertakes not to dispute a payment with their bank or payment provider without first submitting a written complaint to the Company.

Any unjustified dispute, particularly in the context of a chargeback, where the services have been made available or performed, constitutes a serious breach of contract.

In such cases, the Company reserves the right to:

Provide all contractual and technical evidence attesting to the validity of the transaction, demand immediate payment of the sums due, charge administration fees relating to the dispute, and take any appropriate legal action.

The Client acknowledges that the validation of the contract, access to the platform, the provision of content and connection logs constitute sufficient evidence of the performance of the contract.

ARTICLE 18 - ACCESS TO SERVICES AND CONDITION PRECEDENT FOR PAYMENT

Access to the services is subject to compliance with payment obligations.



In the event of non-payment:

Access may be suspended immediately, content may be made inaccessible, and educational services may be interrupted.

Once payment has been settled, access may be reactivated without extending the initial contract term.

The Company is under no obligation to grant a deferral, compensation, or extension.

ARTICLE 19 - NO RIGHT TO POSTPONEMENT OR SUSPENSION

The Client acknowledges that the training is part of a defined schedule and that no postponement or suspension of the contract may be granted, unless the Company agrees otherwise on an exceptional basis.

Personal, professional or technical constraints do not constitute valid grounds for postponement.

ARTICLE 20 - TRANSFER OF THE TRAINING TO A THIRD PARTY

This contract is personal to the Client and is entered into for their exclusive benefit.

As such, access rights to the services, content, platforms, training sessions and associated support are strictly personal, individual and non-transferable. The Client is expressly prohibited, whether free of charge or for a fee, from:

- assigning, transferring or reselling all or part of their registration;
- allowing a third party to access, in whole or in part, the services subscribed to;
- sharing their login details or allowing a third party to use them;
- organising collective or shared use of the content or sessions;
- using the services in a professional, commercial or training context with third parties without the Company's prior written authorisation.

Any use by a person other than the Client, even partial, constitutes a serious breach of the contract.

The Client acknowledges that any fraudulent or improper use of the services infringes the Company's rights and undermines the economic balance of the contract.

No leniency on the part of the Company shall be construed as a waiver of its right to rely on this clause.

ARTICLE 21 – GOVERNING LAW AND JURISDICTION

This contract is governed by the law applicable at the Company's registered office, currently located in Dubai (United Arab Emirates).

However, where the Client acts as a consumer within the meaning of applicable law, they shall benefit from the mandatory protective provisions laid down by the law of their country of residence, from which no derogation may be made.

Consequently, the application of the law of the Company's registered office shall not have the effect of depriving the Client of the rights granted to them by the mandatory rules of their country of residence.

In the event of a dispute, and unless otherwise provided by law, jurisdiction is assigned to the courts of the place where the Company has its registered office.

However, where the Client is acting as a consumer, they may, at their discretion, bring proceedings before the competent courts of their place of residence in accordance with the applicable rules on consumer protection.