

CONTRACTUAL TERMS: LEARNING AGREEMENT / DISCIPLINE & SANCTIONS / FINANCIAL COMMITMENTS

I / LEARNING AGREEMENT

Article 1: Purpose – Scope

This contract is concluded between the Spéos Photography School (hereafter referred to as the “school” or the “establishment” or “Spéos”), the SIRET number of which is: 380 298 059 00011, and the applicant, hereafter referred to as the “applicant” or the “trainee” or the “student”), who registers online or by means of a paper-based registration for a training course organised by the school. It describes the general terms of sale, which apply to any sale of products or services (hereafter referred to as the “services” or the “training course”) without this list being in any way exhaustive, and to any other products or services specified on the various websites directly or indirectly run by the school) and proposed to the student by the school.

All annual enrolments at Spéos are by means of an enrolment form and learning agreements between the establishment, the student and/or their guarantor. Depending on the case, the enrolment form and learning agreement can be completed and confirmed either in “paper form” or “online”.

These conditions shall apply in all cases.

In order to be accepted, the enrolment form must be signed and must include:

- The payment of the enrolment and administration fee of €1,000 (EU students) or €3,500 (non-EU students).

Any incomplete, incorrectly completed and/or unsigned enrolment forms will be considered invalid.

The present learning agreement, duly signed, must be completed at the beginning of the academic year by

- Proof of payment of the “student and campus contribution” administrative fee (Contribution Vie Étudiante et Campus - CVEC).
- Proof of civil liability insurance cover for educational and extracurricular activities for the academic year, corresponding to the study period.

The signature of this learning agreement, the payment of the enrolment and administration fee, their presence on the school premises, as well as their class attendance require the students to comply with the general terms of the present contract.

In execution of this contract, the Spéos Photography School agrees to organise the training concerned, as chosen by the student, except in case of insufficient student numbers. In the latter case, the school reserves the right to cancel a course with a 45-day notice period for year-round programs, and 15 days for short programs and workshops. In either case, the school will suggest alternatives or priority transfer to programs of a similar kind.

The student agrees to comply with the terms and conditions stated in this contract, and in particular those concerning attendance and discipline, strict compliance with the financial terms and interruptions of their training.

Article 2: Nature and characteristics of the training activities

The services proposed for sale are described and presented as accurately as possible on the school’s website at www.speos-photo.com. Nevertheless, Spéos Photography School may not be considered liable for minor variations in the presentation of the services and this will not affect the validity of the sale.

The school reserves the right to correct the website contents at any time.

The applicant selects the training course or courses they wish to purchase and for which they submit an enrolment application.

The characteristics and descriptions of each training course and – where applicable – the administrative and educational conditions and enrolment periods are specified in the descriptive documents supplied for each course.

For students on the Professional Photography Program (1, 2 or 3 years), at the end of their period of study, the school will issue a diploma to those students who have met the school’s work and attendance requirements.

Students continuing their training with the Expert Modules and those enrolled in specialized programs will – provided their exam and jury results are successful – receive either the title RNCP level 6 or the European Master of Professional Photography, depending on the program chosen. For the title RNCP level 6, before starting the course, the trainee must have completed high school + 2 years of higher education (or foreign equivalent) or have a minimum of one year of professional experience. For the European Master of Professional Photography, before joining the course, the trainee must have completed high school + 3 years of higher education (or foreign equivalent, such as Bachelor).

The duration of this agreement varies according to the course chosen.

The dates are shown on the website of Spéos Photography School and comply with the hours and durations described in the “Course description” paragraph.

Article 3: Training venues

The courses are taught on the Spéos premises, the main address of which is 8 rue Jules Vallès - 75011 Paris, and in nearby classrooms located at 6 and 7 rue Jules Vallès, as well as 5 rue Bouvier – 75011 Paris. Exceptionally, the school reserves the right to use other locations. For certain specialized programs, such as those in collaboration with Magnum or Polka, the classes may be held on the partners’ premises.

Article 4: Enrolment information

The enrolment methods differ according to the course type.

These are described on the website <https://speos-photo.com/en/practical-information/>.

Article 5: Withdrawal period

As from the signature date of this contract, the student has a period of 14 days to withdraw unless the training course has already started, in which case it will not be possible to withdraw, other than pursuant to the conditions stipulated in article 7 of this contract.

In the case of withdrawal within the 14-day period, the student should inform Spéos by registered mail with return receipt.

In this case, no fees may be demanded from the student and all fees received will be reimbursed (with the exception of the administration fees).

For Spéos, the payment of the enrolment and administration fee of €1,000 (EU students) or €3,500 (non-EU students) confirms the reservation of the student’s place on the training course and confirms their full enrolment.

In the case of late withdrawal (between 1 day and 30 days before the start of the training course) for reasons other than force majeure, duly recognised as such, (serious illness as defined in article D. 322-1 of the Social Security Code or accident, resulting in total temporary disability of more than 60 days, death or natural disaster), as a penalty the trainee will be required to pay up to 30% of the total price of the training course for the academic year in question.

Article 6: Financial terms

The fees are mentioned in the descriptions of the services on the school’s website. They are indicated in Euros.

The tuition fees correspond to the period of study for which the student is enrolled, whether this concerns a period of teaching or a period of time spent on assignments and/or internships in companies.

The total tuition fees are set for the year, as shown on the enrolment form, according to the chosen payment methods. Fees are subject to change from year to year, in accordance with the consumer price index. The increase will be notified in June on the student’s financial statement for the following academic year.

According to the chosen payment methods, the administration fees are announced and debited when enrolment is confirmed.

The tuition fees cover the study costs in accordance with the organisation put in place by the school’s management.

The tuition fees do not include the payment of the “student and campus contribution” (Contribution Vie Étudiante et Campus - CVEC), which is compulsory and payable each year by the student before they enrol at the school.

They do not include registration for complementary insurance schemes (“mutuelles”), enrolment for various external exams (TOEIC, etc.), the cost of purchasing equipment, books or software licences, nor housing, transportation or costs related to study trips.

Orders for services is to be made in Euros. The payment terms are specified by the school according to each situation. For information, payment can be made by bankcard, check or bank transfer.

Bank charges (exchange-rate charges, transfer fees, etc.) must be paid by the student at the time of the transfer, otherwise Spéos Photography School reserves the right to charge the trainees for the corresponding fees.

A payment plan stipulating the payment terms and instructions will be issued to the trainee at the time their enrolment is confirmed.

The student or their guarantor commit to paying the total cost of the training course to Spéos based on the payment plan provided at the time enrolment is confirmed, then on the basis of the financial statement, which may be revised each year in June. In the event of any failure to comply with the payment plan, Spéos reserves the right to interrupt the student's training. Access to the courses and classes is subject to the payment of tuition fees. In the event of non-payment of tuition fees at their payment due date, Spéos may refuse the student access to the classes and courses.

Admission to the following year and the issuing of the diploma are subject to full payment of the tuition fees, irrespective whether the modules or any other parts of the training program were validated.

The enrolment fee of €1,000 (EU) or €3,500 (non-EU) constitutes a formal commitment to the trainee's enrolment for a chosen course. With their place now fully confirmed, if they decide to opt out after the submission of this document and outside the withdrawal periods as defined in article 5, the enrolment fee will be retained by Spéos as a penalty.

It may only be refunded in the specific case related to the administrative formalities required to obtain a temporary visa in France or cases of interruption as mentioned in article 7 of this agreement.

If the student is unable to obtain a student visa, they will receive a refund of all sums paid after the deduction of bank exchange rate and transfer charges and bank card processing fees.

For payment by bank transfer, the transfer must be made to the Spéos bank account at Crédit Coopératif:

- BIC : CCOPFRPPXXX
- IBAN : FR76 4255 9100 0008 0113 4710 774

Other payment methods are available. For further information, contact the school administration at speos@speos.fr.

Article 7: Interruption of the training / cancellation / abandonment

In the event of early cessation at the initiative of the establishment (other than as a result of disciplinary decision announced by the Manager of Spéos – please see the paragraph "Nature and scale of sanctions" in the internal rules) or the student's abandonment of the course for any reason other than duly recognised force majeure circumstances (serious illness as defined in article D. 322-1 of the Social Security Code occurring after the new academic year starts, resulting in total or temporary disability of more than 60 days, death or natural disaster), or for legitimate and overriding reasons, this contract will be terminated as of right subject to the following financial terms:

- At the Spéos Photography School's initiative, reimbursement for the training days not undertaken (except if the early cessation of the contract results from disciplinary failings on the part of the trainee and following the application of a penalty as specified in the "Nature and scale of penalties" paragraph of the internal rules).
- At the student's initiative: the tuition fees not yet due remain payable as a penalty.

Any abandonment of training by the trainee, regardless of the grounds, must be announced by registered letter with return receipt.

If the trainee or the school ceases the training for recently recognised force majeure reasons (serious illness as defined in article D. 322-1 of the Social Security Code arising after the academic year begins, or an accident involving temporary total disability of more than 60 days, death or natural disaster), the training contract is terminated as of right.

In this case, only the administration fee and the enrolment fee in addition to the tuition costs for the classes actually attended are payable by the student to the school on a pro-rata basis according to their value as stated in this contract.

If the trainee ceases the training for legitimate and overriding reasons, the training contract is cancelled as of right. In this case, the administration fee, the enrolment fee and the fees for the semester underway will be retained by or remain payable to the school as a penalty. As a standard rule, any semester started must be paid for.

In the event of non-compliance with the payment schedule, as specified in the "Financial Terms" paragraph, Spéos reserves the right to interrupt the student's training. Failure to pay the tuition fees will result in the termination of this contract as of right, and sums not yet due will remain payable in full by the student or their legal representative.

Spéos strongly encourages the students to take out optional interruption/cancellation "studies/tuition fees" insurance for the academic year, making it possible to cover the various situations involving interruption (death/loss of employment/serious illness befalling the legal representative, or serious illness, accident or incapacity affecting the trainee).

Article 8: Copyright and image reproduction rights

The school publishes various documents (including brochures, posters and promotional flyers, etc.), organises exhibitions and manages various websites (including social networks) to provide updates about its latest news and to promote its students' work. Via this contract, the student authorises the school to use or reproduce their photographic and image-related work produced during their studies at Spéos, on all communication media. The work thus reproduced remains the trainee's property from both a material and intellectual viewpoint. Spéos agrees to always mention the owner of the copyright. If the image results from group work involving two students, the names of both students will be mentioned as authors of the photograph.

Consequently, the students benefit from the reputation of the Spéos Photography School and its communication policy. However, nevertheless, this authorisation does not constitute an assignment of marketing rights for the works thus selected by Spéos.

The authorisation to use and reproduce the work as defined in this article remains valid for a five-year period after the student leaves the school.

Additionally, Spéos may occasionally find it necessary to take photographs or produce video clips of the trainees in the school, either to illustrate life in the school or to provide news of events taking place in the school.

Via this agreement, the trainee authorises Spéos to use their personal image, statements and comments free of charge on the various communication media, whether currently known or unknown, on a worldwide basis, with no time limitations, either integrally or in the form of extracts as part of the school's own communication and promotional operations.

For its part, as the beneficiary of the authorisation, Spéos expressly agrees that it will not carry out any commercial exploitation (other than that related to its communication activities) of the said images, voices, statements and/or comments. It also expressly agrees that it will not carry out any exploitation likely to adversely affect privacy or reputations, nor use the said images, voices, statements and/or comments in any media of a pornographic, racist or xenophobic nature, or for any other prejudicial exploitation. The trainee acknowledges that all of their rights have been respected and that he may not seek remuneration of any form for the exploitation of the rights covered by this agreement.

The trainee guarantees that they are not bound by an exclusive contract concerning the use of their image or name.

Article 9: Personal data – Security

The personal data collected by the school via the application form and enrolment form: last name, first name, date of birth, address, telephone, email address, Social Security number, etc., are recorded in their file, which is chiefly used to ensure the satisfactory management of the relationship with the applicant or student and for the processing of the administrative management aspects with the trainee throughout their period of study (information concerning their enrolment file, financial situation, managing grade sheets, managing schedules, possible relations with parents or the guarantor... and more generally any information for which the collection is vital to the satisfactory implementation of the training and the monitoring of the student's situation).

The data will be stored for as long as necessary, and for a minimum of 10 years in order to be able to answer any questions concerning the trainee's period of study which may be submitted by the tax authorities or the other authorities to which the establishment is answerable (in particular: the Ministry of Higher Education, the Ministry of Labour and the education authority), unless a longer data retention period is authorised or imposed by means of a legal or statutory decision.

Access to the personal data is strictly limited to the company's employees and officers authorised to process it by virtue of their positions. The information gathered may possibly be supplied to third parties bound to the company by means of a performance of subcontracted tasks necessary to managing the order, with no requirement for authorisation from the client. It is hereby stipulated that during the performance of their services, the third parties have only limited access to the data

and a contractual obligation to use it in compliance with the legal provisions applicable to the protection of personal data. Other than the cases mentioned above, the company agrees not to sell, lease, transfer or provide access to the data by third parties without the client's prior consent, unless they are forced to do so for legitimate reasons (legal obligations, the fight against fraud or abuse, exercising rights of defence, etc.).

Pursuant to the applicable legal and regulatory provisions and in particular law number 78-17 of 6 January 1978 (modified) concerning information technology, computer files and personal freedoms, and European regulation number 2016/679/UE of 27 April 2016 (in force since 25 May 2018), the student or applicant has a right of access, rectification, portability and deletion of their data, or the right to limit its processing, unless the retention period is imposed as a legal or regulatory requirement.

They may also oppose the processing of the data concerning them, on legitimate grounds. Subject to the production of valid proof of identity, the student or applicant may exercise their rights by contacting the school office at the following address: info@speos.fr

By expressly granting their consent to this end via the acceptance of these conditions, the student or applicant accepts the principle of the use of their personal data in accordance with the conditions specified in this article.

They also agree that the school may send them a newsletter at a frequency and in a form determined by the school, which may contain information concerning its activities. If the student or applicant no longer wishes to receive promotional messages and invitations by email, they have the possibility to make their choice known by sending a simple email to the following address: info@speos.fr and to unsubscribe via the link provided for this purpose in each newsletter.

Article 10 – Visa requirements for foreign students

In France: students from outside the European Union (except Switzerland, Norway, Iceland and Liechtenstein) must obtain an authorisation to stay in France when spending more than three consecutive months here.

To begin a visa application procedure, the students require a letter of acceptance from Spéos, a passport valid for the whole duration of their stay in France and proof of sufficient financial resources to cover their tuition fees and day-to-day living costs.

For further information, please contact Campus France (www.campusfrance.org) and the French Embassy in your country. Spéos can help students to request their residence permit at the beginning of the period of study.

Article 11: Internal rules

The internal rules are issued on the day the new academic year starts and students must acknowledge that they have familiarised themselves with these via the provision of a read receipt.

Article 12: Dispute resolution

In accordance with French laws, should any disputes arise which cannot be resolved amicably, the student has the possibility to refer the matter to a mediator:

“When a consumer has sent a written complaint to the professional and has not received a response or obtained a satisfactory solution within two months, they can transmit the claim to the Consumer Mediator, at no charge, on condition that this be done within a maximum of twelve months following the initial complaint”

The mediator of Spéos Photography School is Association des Médiateurs Européens (AME CONSO).

The referral to the Consumer Mediator must be made:

- either by filling in the form provided for this purpose on the AME CONSO website: www.mediationconso-ame.com
- or by email addressed to AME CONSO, 11 Place Dauphine - 75001 PARIS.

If it has not been possible to achieve an amicable resolution, as the place of performance of the contract is Paris, only the courts of Paris will have jurisdiction to rule on the matter, under article 42 of the code of civil procedure.

II/ INTERNAL RULES, DISCIPLINE AND SANCTION

A – Disciplinary obligations

Article 13 - General provisions relating to discipline

Students must adopt dress, behavior and attitudes, which respect the freedom and dignity of each individual.

Furthermore, students are bound by an obligation of discretion with regard to any information relating to the private life of other students which they may be aware of. Any breach of the rules relating to discipline may give rise to the application of one of the sanctions provided for in the internal regulations, discipline rules included in the present contract.

Article 14 - Class schedules

Students must respect the course timetable set by the school. The school reserves the right to modify the course timetable according to the needs of the service, within the limits imposed by the provisions in force.

Students must comply with any changes in class schedules made by the school.

Classes start on time and late arrivals are not accepted. If a student is late for any reason, they will be refused access to the class and will not be allowed to join the class until the break.

Failure to respect the timetable may result in the application of one of the sanctions provided for in the internal regulations, discipline rules included in the present contract.

Article 15 - Procedures for checking and monitoring attendance

All students are required to attend regularly and assiduously the teaching activities of the year in which they are enrolled. Students' attendance is verified by the teachers responsible for each teaching activity. Students are required to sign in for each class (any omission to sign in will be considered as an absence). Students who are unable to attend are required to inform the administration of any absence by e-mail and then to justify it before being reintegrated in class.

Reasons for absence and proof required:

- illness, medical examination: medical certificate, hospitalization certificate,
- contractual obligations, professional imperative: work contract,
- national school competitive examination: copy of the invitation to the examination.

Students are reminded that professional appointments must be scheduled outside of class time. Under no circumstances may student projects between students of Spéos or of any other school (e.g. Fleurimon, LISAA, Créapole...) and in general any unpaid work must not interfere with Spéos' class time in order not to disturb the pedagogical process. Any failure to respect the rules of attendance may lead to the application of one of the sanctions provided for in the internal regulations, discipline rules included in the present contract.

Article 16 - Regularity of studies

Teachers may, on the basis of regularity and absence reports, refuse registration for examinations and assessments to students who do not meet the regularity standards defined in this article.

For courses that are subject to continuous assessment, attendance is an integral part of the assessment. Too many absences may result in a reduction of the grade (credits) and affect the graduation result.

Article 17 – Access to school premises

Students have access to the school's premises only for the purposes of training sessions. It is forbidden to bring people into the premises who are not part of the course, except in the case of personal use of the studio (for stylists, hairdressers and models). Unless expressly agreed by the school, students may not leave the room before the scheduled end of the course. In the event that the student is authorized to leave the room before the end of the course, they must leave as discreetly as possible so as not to disrupt the course.

Article 18 - Use of equipment

The student is obliged to keep in good condition all the material made available to them during the course. At the end of the course, the student is obliged to return all material in their possession to Spéos. **The student undertakes to take out a civil liability insurance policy** to cover any damage or involuntary deterioration. In case of damage to the material by the student, they commit themselves to pay the repair costs for any damage they may have caused or to replace the material that cannot be repaired.

Article 19 - Recordings

It is formally forbidden, except by express dispensation, to record or film the course sessions.

Article 20 - Teaching methods and documentation

The pedagogical methods and documentation distributed are protected by copyright and may not be reused other than for strictly personal use, or distributed by the students without the prior and formal agreement of the director of Spéos and/or the authors. Any form of trade or commercial activity, whether individual or collective, is forbidden within or in the name of Spéos, unless expressly authorized by the school. No one may claim to act in the name or on behalf of Spéos as an institution and training organization. The use of Spéos' acronym and name is strictly regulated by the Director of the school.

Article 21 - Health and Safety

In matters of hygiene and safety, each student must strictly comply with the general regulations as well as with the particular instructions (in particular concerning the fight against the spread of Covid-19), which will be brought to their attention by posters, instructions, memos or by any other means.

Alcoholic beverages, Drugs, Cigarettes

It is forbidden to enter or remain in the establishment in a state of intoxication or under the influence of drugs. It is also forbidden to introduce or distribute drugs or alcoholic beverages in the work premises. The consumption of alcoholic beverages on the work premises is prohibited except in exceptional circumstances and with the agreement of the school.

Smoking is not permitted on the school premises or in the courtyard of the premises.

Sanitary facilities

Toilets and washbasins are available to students. These facilities must be kept in a constant state of cleanliness.

Catering facilities

The school has a catering facility. It is forbidden to eat in the rooms where the courses take place. The school may have to close the catering facilities in accordance with government health measures (e.g. Covid-19).

Safety - General rules concerning protection against accidents

All students are required to use all the individual and collective means of protection available to them to avoid accidents and to strictly respect the specific instructions given to this effect.

Rules on fire prevention

All students are required to comply strictly with the instructions relating to fire prevention. It is forbidden to smoke in the rooms where training courses are held. It is forbidden to deposit or leave flammable materials in staircases, passages, corridors, under staircases and near the exits of premises and buildings.

Article 22 - Telephone

The use of mobile phones is strictly forbidden during lessons.

B - Sanctions and rights of defense

Article 23 - Nature and scale of sanctions

Any breach of these rules or any behavior considered as wrongful by the Director of Spéos or their representative may, depending on its nature and gravity, be subject to one of the following sanctions:

- Warning (the purpose of the warning is to draw the attention of the student and/or their legal representative to the difficulty encountered).
- Written reprimand (the purpose of which is to officially reprimand the student's actions).
- Temporary exclusion, limited to a maximum of 15 days.
- Permanent exclusion. The permanent or temporary exclusion of the student will not, under any circumstances, give rise to the reimbursement of the sums paid for the course. Tuition fees not yet due will remain due as a penalty clause.

Article 24 - Rights of defense

No sanction may be imposed on a student without the latter having been informed in advance of the grievances against them.

When the student's behavior justifies a temporary or permanent exclusion, the Director of Spéos or their representative will summon the student and indicate the purpose of the summons.

Any exclusion will be decided by the Director of Spéos. The summons specifies the date, time and place of the interview. It is written and sent by e-mail or delivered to the student in person against a receipt.

During the interview, the student can be assisted by a person of their choice, student, legal representative or employee of the school. The summons mentioned above mentions this option.

Sanctions can only be pronounced after the accused student has had the opportunity to be heard or to present their version of the facts in writing.

Article 25: Internal regulations

The internal regulations are provided on the first day of the school year and the student must acknowledge that they have read them by handing in a reading receipt.