



Thuasne Academy - Terms of Use

Date updated: September 16, 2025

OVERVIEW

The purpose of these terms of use is to govern the access, consultation, and use of the Thuasne Academy website.

This website is operated by:

THUASNE,

Simplified joint-stock company existing under the laws of France, with a share capital of 1 950 000 €, registered at the Nanterre Trade Register under N° 542 091 186,

Having its Head Office at 120, rue Marius Aufan 92300 LEVALLOIS-PERRET, FRANCE

VAT number: FR88542091186

E-mail address: contact@thuasne.fr

Telephone number: 01 41 05 92 92

The person in charge of publication is Mrs Anne-Sophie DUCOTTET.

And hosted by:

LearnUpon Limited (registered company number 503858) trading as LearnUpon, whose registered office is at First Floor Ocean House, Arran Quay, Dublin 7, D07 DHT3, Ireland.

E-mail address: legal@learnupon.com

Telephone number: +442036427679

They provide us with the online training platform THUASNE ACADEMY that allows us to provide services to you.

Throughout the site, the terms “We,” “Us” and “Our” refer to THUASNE. THUASNE offers this website, including all information, tools, and services available from this site.

1. DEFINITIONS

For the purposes of these terms of use, the following terms are defined as follows:

“Platform”: refers to the Thuasne Academy (<https://thuasneacademy.learnupon.com>) website and includes all of its functionalities.

“Services”: refers to the functionalities offered by the Platform.

“Terms of Service” or “Terms”: refers to the present terms of use which define the rules governing the access and use of Services.

“User(s)” or “You”: refers to all healthcare professionals, professional customers or customer’s employees visiting, accessing the Platform and using the Services, conditioned



upon the acceptance of all terms, conditions, policies and notices stated in these Terms of Service.

“User account”: refers to individuals accounts.

“Company”: refers to the overarching company the User is representing. The name of the Company that the Users represents is available in on Users accounts dashboard and limits Users use in accordance with this Terms.

2. ACCEPTANCE OF THE TERMS AND ACCEPTANCE OF SUBSEQUENT MODIFICATIONS

By accepting the present Terms, and when you use and register on the Platform, you engage in our Service and agree to be bound by the following Terms of Service including those additional terms and conditions and policies referenced herein and/or available by hyperlink. Please read these Terms carefully before accessing to the Platform or using our Service.

These Terms of Service apply to all Users and visitors of the Platform whatever their type or nature.

If you do not agree to all the Terms, then you may not access the Platform or use any Services.

Any new features or tools which are added to the current Platform shall also be subject to these Terms. You can review the most current version of these Terms of Service at any time on this page.

We reserve Us the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website.

In the event of material changes to the Terms, We will notify you of the updated Terms. This information may be provided by any means, in particular, and without this list being exhaustive, by contacting you per e-mail or by notification on our Platform.

However, We invite you to check this page regularly. It is your responsibility to check this page periodically for changes. If you continue to use the Services or access to the Platform following the posting of any changes constitutes acceptance of those changes without the need to obtain your authorization again.

3. GENERAL CONDITIONS LINKED TO THE USE OF THE SERVICE

By agreeing to these Terms of Service, you represent that you are aged 18 or over and you agree to abide by these Terms.

Within this framework, you undertake, not use our Services for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your country of residence (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of these Terms will result in an immediate termination of your Services and may result in legal action as indicated in Section 13 of these Terms.

We reserve the right to refuse Service to anyone for any reason at any time.



You understand that your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

4. SERVICES AND PLATFORM DESCRIPTION

The Platform allows Users to access THUASNE's online educational platform.

The following Services are available via the Platform:

- Live training sessions,
- On-demand training sessions, webinars,
- Resources (webinars, document, ...)

It is understood that this Services description is provided for information purposes only, and that We do not guarantee its completeness.

The Services are intended exclusively for healthcare professionals, THUASNE professional customers, and their employees.

Users therefore remain fully and exclusively responsible for acts and decisions relating to their professional activity and, in particular, for issuing, dispensing, and controlling the prescription of treatments and information relating to their patients, in accordance with the legal, regulatory, and ethical obligations governing the pursuit of their professional activity.

5. ACCESS, COMPANY, HIERARCHY AND AUTHENTICATION

The Services are accessible only to the healthcare professionals, professional customers or customer's employees who have created an account on the Platform.

On your first visit to the platform, you will need to register by clicking on "Register" in order to access the Services and by entering your contact information.

When creating an account, please follow the steps displayed on your screen.

After all the required fields have been completed, we will confirm the creation of your account within a maximum of 5 business days by sending you an email.

When creating an account and using the Services and Platform We may collect and store some of your personal data. To access our Privacy Policy, please refer to section 11. PERSONAL INFORMATION. You are not allowed to share your login credentials with anyone both inside and outside of your company. Each user of the platform is required to make an account with their own information.

Providing access to the platform or sharing any information regarding the platform including but not limited to text, images, or screenshots to anyone who is not an employee, manager, or owner of the same company you represent is strictly forbidden.



If you become aware of any fraudulent or unauthorized use of your account or information, please notify us immediately at the following address: academy@thuasne.com.

6. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on the Platform is not accurate, complete, or current. The material on the Platform is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on the Platform is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Platform at any time, but we have no obligation to update any information on our Platform. You agree that it is your responsibility to monitor changes to our site.

7. OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

8. THIRD-PARTY LINKS

Certain content, products, and services available via our Platform may include materials from third parties.

Third-party links on the Platform may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make



sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

9. INTELLECTUAL PROPERTY

The Platform, including all the Services and the general structure, as the texts, images animated or not, sounds, and any other element making up the Platform, including the underlying technology and algorithms, are the exclusive property of THUASNE or of third parties which have authorized THUASNE to use them.

It is forbidden to reproduce, modify, transmit, publish, adapt, in any medium whatsoever, or in any way exploit in any way whatsoever, all or part of the Platform without Our prior written consent. This constitutes an infringement under articles L.335-2 and seq. of the French Intellectual Property Code.

The trademarks used by THUASNE, as well as the logos appearing on the Platform are registered trademarks of their respective owners.

Any total or partial reproduction of these brands or logos, made from the elements of the Platform without Our express authorization is therefore prohibited, within the meaning of Article L.713-2 of the French Intellectual Property Code. The following Terms cannot in any case be interpreted as conferring any property right to the User or to a third party.

In accordance with articles L. 342-1 and following of the Intellectual Property Code, the User may not proceed to (i) the extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the database present on the Platform to another medium, by any means and in any form whatsoever; (ii) the reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the content of the database, whatever its form; (iii) the extraction or repeated and systematic reuse of qualitatively or quantitatively non-substantial parts of the content of this database when these operations clearly exceed the normal conditions of use of the database.

10. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example via the contact form) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Platform or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you



make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

11. PERSONAL INFORMATION

Your submission of personal information through the Platform is governed by our Privacy Policy. For more information on the processing of your personal data, please consult our privacy policy via the link "Privacy Policy" on the Registration Form.

12. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Platform or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update inaccurate information in the Platform or on any related website at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Platform or on any related website, except as required by law. No specified update or refresh date applied in the Platform or on any related website, should be taken to indicate that all information in the Platform or on any related website has been modified or updated.

13. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Platform or its content:

- 1) for any unlawful purpose;
- 2) to solicit others to perform or participate in any unlawful acts;
- 3) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- 4) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- 5) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- 6) to submit false or misleading information;
- 7) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Platform or the Service or of any related website, other websites, or the Internet;
- 8) to collect or track the personal information of others;
- 9) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- 10) for any obscene or immoral purpose;
- 11) to interfere with or circumvent the security features of the Services, the Platform or any relate website, other websites, or the Internet.

We reserve the right to terminate your use of the Platform and the Services or any related website for violating any of the prohibited uses and to take all necessary legal action.



14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

We reserve the right at any time to modify or discontinue the Platform and Services (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Platform and Services.

Especially, we do not guarantee, represent, or warrant that your use of the Platform and Services will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Platform and Services will be accurate or reliable.

You agree that from time-to-time We may remove the Platform and all or part of the Services for indefinite periods of time or cancel the Platform and Services at any time, without notice to you.

You expressly agree that your use of the Platform is at your sole risk. The Service delivered to you through the Platform are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of fitness for a particular purpose, durability, title, and non-infringement.

In no case shall THUASNE, Our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Platform and Services or for any other claim related in any way to your use of the Platform, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Platform and the Services or any content (or product) posted, transmitted, or otherwise made available via the Platform, even if advised of their possibility.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless THUASNE and Our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

16. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest



extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

17. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

18. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

In case of contradiction or difference between the provisions of this English version of the Terms of Service and its French version made available on the Platform, the French version will prevail.

19. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of France.

20. CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Use at any time on this page.

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service under the conditions mentioned in Section 2, by posting updates and changes to our Platform. It is your responsibility to check the Platform periodically for



changes. Your continued use of or access to the Platform or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

21. CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at academy@thuasne.com.