

AIM PARIS

ACADEMIE INTERNATIONALE DE MUSIQUE
INTERNATIONAL MUSIC ACADEMY

Terms of Sales
01/01/2025

TERMS OF SALES

In force on 01/01/2025

ARTICLE 1 - Scope of Application

These General Terms and Conditions of Sale (referred to as "GTC") apply without restriction or reservation to any purchase of the following services:

Artistic Musical Education: Courses, Masterclasses

Artistic Festival: Concerts, Conferences.

These services are offered by the International Music Academy of Paris (hereinafter referred to as "the Provider") to trainees and participants (hereinafter "Clients" or "the Client") through the website www.aim-paris.fr.

The main features of the services are presented on the website www.aim-paris.fr. The Client is required to review these details before placing any order. The choice and purchase of a service are the sole responsibility of the Client.

These GTC are accessible at any time on the website www.aim-paris.fr and shall prevail over any other documents. The Client declares having read and accepted these GTC by checking the relevant box before initiating the online order process on www.aim-paris.fr. Unless proven otherwise, the data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Client.

The Provider's contact details are as follows:

International Music Academy of Paris (Association governed by French Law 1901)

SIRET Number: 90482233500017

Address: 4 BIS RUE DU GUÉ 92500 RUEIL-MALMAISON FRANCE

Email: contact@aim-paris.fr

Phone: +33 6 51 00 86 63

Customs duties or other local taxes, import duties, or state taxes may be required and will be the sole responsibility of the Client.

ARTICLE 2 - Prices

The services are provided at the rates in effect on the website www.aim-paris.fr at the time the order is registered by the Provider. Prices are expressed in Euros, inclusive of all taxes (TTC).

The rates take into account any discounts granted by the Provider and displayed on the website www.aim-paris.fr. These prices are fixed and non-revisable during their validity period. However, the Provider reserves the right to modify prices outside this validity period at any time.

Prices do not include non-educational fees such as transportation, accommodation, meals, administrative fees (e.g., visas), or insurance, which remain the Client's responsibility. The payment requested from the Client corresponds to the total amount of the purchase.

An invoice is issued by the Provider and delivered to the Client during the academy session or masterclasses, after full payment of the balance due.

ARTICLE 3 - Orders

The Client selects the services they wish to order on the website www.aim-paris.fr according to the following process:

The Client chooses the professor they wish to work with, the preferred educational format (masterclasses or courses), the free options they want to use, and any additional paid options.

The Academy sends an email with payment details. The total amount is payable at any time and no later than 30 days before the start of the session.

Registrations made within 30 days before the session start date are validated on a case-by-case basis with prior approval from the Academy. If validated, payment must be made within 48 hours of notification.

The sale is only considered final after full payment of the price. It is the Client's responsibility to verify the accuracy of the order and immediately report any errors.

Any service order placed on www.aim-paris.fr constitutes a remote contract between the Client and the Provider. The Provider reserves the right to cancel or refuse any order from a Client involved in a payment dispute for a previous order. The Client will be informed via email about the progress and status of their order.

ARTICLE 4 - Payment terms

Payment for services is made through secure methods, as follows:

- Bank transfer.
- PayPal.

In case of late payment, the total amounts due by the Client will become immediately payable, without prejudice to any other action the Provider may take against the Client. Additionally, the Provider

reserves the right to suspend or cancel the provision of ordered services if the payment terms outlined above are not respected.

Payments made by the Client will only be considered final after the Provider receives the full amount. The Provider is not obligated to provide the services ordered if payment is not made in full under the specified conditions.

ARTICLE 5 - Provision of Services

The services ordered by the Client will be provided as follows:

Complete Course Registration Includes:

- Four individual lessons with the chosen professor.
- Two hours of daily studio access.
- Piano accompaniment during rehearsals.
- Participation in festival concerts.
- Free and priority entry to all festival concerts.
- Free "Auditor" access to other Academy courses.
- Free "Auditor" access to Academy Masterclasses during the calendar year.

Masterclass Registration Includes:

- One hour of public masterclass teaching.
- Free entry to the entire Masterclass.
- Free and priority entry to all Academy Festival concerts.

Additional paid options can be selected during registration or before the session starts. Payments for these options must be completed before the start of the respective courses. Registration is subject to class capacity limits, and classes are filled in the order registration fees are received. Registration fees are non-refundable unless the Academy denies admission.

Services will be provided according to the schedule available on the website www.aim-paris.fr following the Client's final order confirmation. The Provider commits to delivering the ordered services to the address provided by the Client during the order process, under the conditions specified in these GTC.

The Provider will make every effort to provide the ordered services within the specified timeframes. If services are not provided for reasons other than force majeure or the Client's actions, the Client may request cancellation of the sale under Articles L216-2, L216-3, and L241-4 of the French Consumer Code. The amounts paid by the Client will then be refunded within 14 days, excluding any compensation or deductions.

ARTICLE 6 - Right of withdrawal

Due to the nature of the services provided, orders placed by the Client do not benefit from the right of withdrawal (Article L121-20-4 of the French Consumer Code). The contract is final upon order placement as specified in these GTC.

Refunds are not available for cancellations made by the Client less than 30 calendar days before the session start date. Cancellations made more than 30 calendar days before the session start date will result in a refund of amounts paid, excluding registration fees and transaction costs.

ARTICLE 7 - Service Provider Liability - Warranties

The Service Provider guarantees, in accordance with applicable legal provisions and at no additional cost, to the Client, against any non-compliance or hidden defect arising from a design or execution flaw in the Services ordered under the following terms and conditions:

Provisions regarding legal warranties:

Article L217-4 of the Consumer Code

“The seller is required to deliver goods that conform to the contract and is responsible for defects in compliance existing at the time of delivery.”

Article L217-5 of the Consumer Code

“Goods are compliant with the contract if:

They are fit for the usual purpose expected of goods of the same type and, if applicable:

they match the description given by the seller and possess the qualities presented to the buyer in the form of a sample or model;

they display the qualities that a buyer may legitimately expect, considering public statements made by the seller, the manufacturer, or their representative, especially in advertising or labeling;

Or if they meet characteristics defined by mutual agreement between the parties or are suitable for any specific purpose requested by the buyer, communicated to the seller and accepted by them.”

Article L217-12 of the Consumer Code

“Action resulting from non-compliance is subject to a two-year limitation period from the date of delivery of the goods.”

To assert their rights, the Client must inform the Service Provider in writing (by email or postal mail) of any defects or non-compliance.

The Service Provider will either refund, rectify, or arrange for the rectification (if possible) of any defective services as soon as possible, and no later than 60 days after the Service Provider acknowledges the defect. The refund may be made via bank transfer or check.

The Service Provider's warranty is limited to the reimbursement of the services actually paid for by the Client.

The Service Provider will not be held liable or considered in default for any delay or failure to perform due to a force majeure event, as generally recognized by French case law.

The Service Provider will not be liable for any refusal of compensation to the Client following cancellation or interruption of a course or masterclass by the Client.

If the Client cannot be enrolled in the class of the preferred instructor, the Academy will offer an alternative in another course within the same discipline. If the Client refuses this alternative, a full refund of the amounts received, including any registration fees, will be issued.

The services provided through the Service Provider's website, www.aim-paris.fr, comply with French regulations. The Service Provider's liability will not be engaged for non-compliance with the laws of the country where the services are provided, as it is the Client's sole responsibility to ensure the legality of the services requested.

ARTICLE 8 - Personal data

The Customer is informed that the collection of his personal data is necessary for the sale of the Services and their realization and delivery, entrusted to the Service Provider. These personal data are collected only for the execution of the contract for the provision of services.

9.1 Collection of personal data

The personal data collected on the site www.aim-paris.fr are as follows:

Ordering Services:

When ordering Services by the Customer:

Names, first names, age, postal address, telephone number and e-mail address.

Payment

As part of the payment for the Services offered on the site www.aim-paris.fr, it records financial data relating to the bank account or credit card of the Client / user.

8.2 Recipients of personal data

Personal data is reserved for the sole use of the Service Provider and its employees.

The data controller is the Service Provider, within the meaning of the Data Protection Act and as of May 25, 2018 of Regulation 2016/679 on the protection of personal data.

8.4 restriction of processing

Unless the Customer expresses his express consent, his personal data is not used for advertising or marketing purposes.

8.5 Data retention period

The Service Provider will keep the data thus collected for a period of 5 years, covering the period of limitation of the applicable contractual civil liability.

8.6 Security and confidentiality

The Service Provider implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Service Provider cannot guarantee the security of the transmission or storage of information on the Internet.

8.7 Implementation of the rights of Customers and users

In application of the regulations applicable to personal data, Customers and users of the site www.aim-paris.fr have the following rights:

- They can update or delete their data as follows:

On his request expressed by mail or email, the trainee can ask the Academy to delete all of his personal data.

- They can delete their account by writing to the e-mail address indicated in article 9.3 "Data controller"
- They can exercise their right of access to know their personal data by writing to the address indicated in article 9.3 "Data controller"
- If the personal data held by the Service Provider is inaccurate, they can request the updating of the information of the information by writing to the address indicated in article 9.3 "Data Controller"
- They may request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the address indicated in article 9.3 "Data controller"
- They can also request the portability of data held by the Service Provider to another service provider.
- Finally, they can oppose the processing of their data by the Service Provider.

These rights, as long as they do not conflict with the purpose of the processing, can be exercised by sending a request by mail or by e-mail to the Data Controller whose contact details are indicated above.

The data controller must provide a response within a maximum of one month.

In the event of refusal to comply with the Customer's request, the latter must be motivated.

The Customer is informed that in the event of refusal, he can lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or seize a judicial authority.

The Customer may be invited to tick a box under which he agrees to receive informative and advertising emails from the Service Provider. He will always have the possibility to withdraw his agreement at any time by contacting the Service Provider (contact details above) or by following the unsubscribe link.

ARTICLE 9 - Intellectual property

The content of the website www.aim-paris.fr is the property of the Seller and its partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and may constitute an offense of copyright infringement.

ARTICLE 10 - Applicable law - Language

These Terms and Conditions and the operations resulting from them are governed by French law. These Terms and Conditions are written in French. In case of translation into one or more foreign languages, the French text will prevail in case of dispute.

ARTICLE 11 - Disputes

For any complaints, please contact customer service at the postal or email address of the Service Provider provided in ARTICLE 1 of these Terms and Conditions.

The Client is informed that they can, in any case, resort to conventional mediation through existing sector-specific mediation bodies or any alternative dispute resolution method (e.g., conciliation) in the event of a dispute.

In this case, the designated mediator is:

Association of Independent Mediators of Île-de-France

Headquarters: 1 Place de Fleurus, 77100 Meaux / Email: contact@amidif.com

The Client is also informed that they may also use the Online Dispute Resolution platform (ODR):

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>

Any disputes arising from purchase and sale operations under these Terms and Conditions that have not been resolved amicably or through mediation will be submitted to the competent courts under the applicable laws.

The "International Academy of Music of Paris" is registered in France with the Prefecture of Hauts-de-Seine (92). It is governed by French law.